

80480-0

Supreme Court No. ~~80584-9~~

SUPREME COURT OF THE STATE OF WASHINGTON

BLAKELEY COMMONS CONDOMINIUM ASSOCIATION, LLC

Respondent,

v. ~~SEMI~~

BLAKELEY COMMONS LLC

Petitioner

BRIEF OF RESPONDENT

Todd K. Skoglund, WSBA #30403
Casey & Skoglund, PLLC
114 W. McGraw St
Seattle, Washington 98109
(206) 284-8165

Joseph A. Grube, WSBA #26476
Ricci Grube Aita, PLLC
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1200 Fifth Avenue, Suite 625
Seattle, Washington 98101
(206) 770-7606

FILED
SUPREME COURT
STATE OF WASHINGTON
2008 AUG 26 P 3:58
BY RONALD M. SAMPETER
CLERK
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I. IDENTITY OF MOVANT

Respondent Blakely Commons Condominium Association ("Blakely") hereby moves this Court for an Order permitting it to supplement the record on review pursuant to RAP 9.10.

II. REFERENCE TO THE RECORD

Blakely seeks to supplement the record with the following documents which have been recently filed in the trial court:

- A. 97 Motion to Set Trial Date/Plaintiff
- B. 103 Declaration of Kim Fuchs
- C. 104 Declaration of Jessica Haselby
- D. 105 Declaration of Theresa Verretto
- E. 106 Declaration of Sandi Kaplan
- F. 113 Declaration of Todd Skoglund
- G. 116 Reply to Motion to Set Trial Date
- H. 119 Order Denying Motion to Set Trial Date

III. PROCEDURAL BACKGROUND RELEVANT TO THIS MOTION

This matter involves claims by one Washington Corporation pursuing claims against another corporation for statutory claims made under the Washington Condominium Act and Consumer Protection Act.

The Blakely Commons Condominium Association, LLC is a Washington non-profit corporation composed of owners of 104 condominium units, common elements, and limited common elements located in Seattle, Washington. Blakeley Village LLC was the developer for the Blakeley Commons Condominiums (the "project").

On April 28, 2005, Respondent served the Petitioner with a letter authored by Respondent's attorney in addition to the two comprehensive expert reports identifying construction defects at the project. Neither of these reports identified a defective product but rather only identified workmanship and/or design problems.

On January 30, 2006 the Association filed a lawsuit against the Petitioner for breach of implied warranties, breach of express

warranties, breach of contract, breach of the Washington Condominium Act, violation of the Washington Consumer Protection law, breach of fiduciary duty, and misrepresentation. Shortly thereafter, the Petitioner moved for arbitration and to stay all proceedings pending resolution of the Satomi matter, arguing the issues were identical.

On or about July 17, 2006, defendant Blakeley Village LLC filed a Motion to Stay Trial Court Proceedings and Compel Arbitration. The basis for its motion was the Warranty Addendum attached to the Purchase and Sale Agreements and the representation made by Lis Soldano the project manager for Intra-Corp that "it was Blakeley Village, LLC's standard practice to require signed warranty Addendums as a prerequisite to completing the sales transaction for each of the units at the project. The transaction for the sale of each unit would not have been completed without a signed Warranty Addendum." CP 14

Although the Association vigorously opposed the Motion to Stay, the trial Court granted Defendant's requested stay and the Association was prevented from conducting any further formal discovery. (Ultimately, following the Court of Appeals decision in *Satomi*, the trial court refused to order arbitration).

~~Although the Association was prevented from performing~~

any formal discovery it did start investigating Ms. Soldano's claim that every owner at the project signed a Warranty Addendum.

In 2008 it was discovered Ms. Soldano's assertion that every owner signed a Warranty Addendum was completely inaccurate and that several owners had never signed the Warranty Addendum containing arbitration language. In fact, six homeowners had never signed or even seen the alleged Warranty Addendum.¹ As a result, the Association filed a motion with the trial court to lift the stay against the 6 owners who did not sign the Warranty Addendum under RAP 7.2 (1).² The trial court denied the Association's motion because it would cause "confusion by effectively creating sub-groups of plaintiffs."³

Although the Association has already argued and briefed the fact that there is no evidence in the record that every homeowner signed the Warranty Addendum, the Association now seeks to supplement the record with the recently discovered evidence.

1 Appendix at B, C, D & E and exhibits B & C attached to the Declaration of Todd Skoglund

2 Appendix at A & G

3 Appendix at H

IV. ARGUMENT

- A. The Court should allow the Association to supplement the record so that any decision about the applicability of the arbitration clauses at issue will be made in the context of less than all homeowners agreeing to arbitration.**

Under RAP 9.9 and 9.10 a party is allowed to supplement the record by filing a motion with the Court and demonstrate in made a good faith effort in the first instance to provide all the relevant record to the appellate Court. In the present, instance there is no doubt the Association attempted to do so.

Before the Association could draft a litigation and discovery plan the Defendants moved to compel arbitration and than for a stay. The stay effectively halted discovery and the Association was forced to retrieve documentation from over a 100 individual homeowners and informal discovery agreed to by the parties. Defendants produced over 100 binders of documentation.

The documentation the Association is attempting to provide the Court goes to the heart of the Defendant's arguments. Without demonstrating that every owner signed the Warranty Addendum the Defendants cannot force those individuals or the Association to arbitrate.

IV. CONCLUSION

For all the reasons stated above the Court should grant the Association's Motion to Supplement the Record. No further briefing is anticipated.

Respectfully submitted this day of August 26th, 2008.

/s/

Todd Skoglund, WSBA #30403
Casey & Skoglund, PLLC
Attorneys for Respondent

/s/

Joseph A. Grube, WSBA #26476
RICCI GRUBE AITA & BRENNEMAN, PLLC
Attorneys for Respondent

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JUL 18 2008

SALMI & GILLASPY, PLLC

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BLAKELEY COMMONS CONDOMINIUM
ASSOCIATION, a Washington non-profit
corporation,

Plaintiff,

vs.

BLAKELEY VILLAGE LLC, a Washington
Corporation; INTRACORP REAL ESTATE,
LLC, a Washington Corporation; JOHN
AND JANE DOES 1 through 20, individuals;
CONTRACTOR DOES 21 through
35, entities conducting business in
Washington;

Defendants.

NO. 06-2-03941-6SEA

PLAINTIFF'S MOTION TO
SET TRIAL DATE

COMES NOW Plaintiff Blakeley Commons Condominium Association (hereinafter
"The Association") by and through its attorneys, Casey & Skoglund, PLLC, and requests the
Court set a trial date in this matter. This case is now more than two years old. The Association
and its members have a right to a jury trial.

I. FACTS

On or about July 7, 2006, Blakeley Village, LLC filed a Motion to Stay trial court
proceedings and to compel arbitration. The Court stayed this matter pending the outcome of

PLAINTIFF'S MOTION TO
SET TRIAL DATE - 1

 COPY

CASEY & SKOGLUND PLLC
114 West McGraw Street
Seattle, Washington 98119
Phone (206) 284-8165

1 the *Satomi Owners Association v. Satomi*, 159 P.3d 460 (Div. I 2007) matter, a Division One
2 Court of Appeals case the Defendants argued was directly on point.

3 On June 11, 2007, the Court of Appeals ruled on the *Satomi* matter, deciding
4 Defendants did *not* have a right to force the Association or its members into arbitration. In
5 response to this ruling, the Association moved to lift the stay and set a new trial date. The
6 Court lifted the stay and ordered the parties to agree on a new trial date. The parties are unable
7 to agree upon a new trial to date. Defendants incorrectly believe the matter is still stayed
8 pending a ruling from the Supreme Court, which accepted the *Satomi* defendant's application
9 for certification.
10

11 II. EVIDENCE RELIED UPON

12 The Declaration of Theresa Verretto, Declaration of Jessica Haselby, Declaration of
13 Kim Fuchs, Declaration of Sandy Kaplan, Declaration of Jeff Babcock, Declaration of Harvey
14 Dean, Declaration of Bill Cassels, Declaration of Brooke Gerton, Declaration of Gallagher,
15 Declaration of Linda Haller, Declaration of Mercy Laurino, Declaration of Cally Lervick,
16 Declaration of Sabrina Tatta, Declaration of Mark Jobe and exhibits attached thereto and
including the court records and files referenced herein.

17 III. AUTHORITY

18 1. No legal authority exists to support Defendants' continued insistence the Owners 19 Association must surrender its right to a jury trial.

20 The Association is able to confirm via interviews with individual owners and a review
21 of their documentation that several of them did not sign the Warranty Addendum (a/k/a
22 "Addendum") the Defendants have relied upon to prevent this matter from proceeding after
23 more than two years¹. Without the Warranty Addendum, Defendants are forced to agree no

24
25 ¹ See Declaration of Theresa Verretto, Declaration of Jessica Haselby, Declaration of Kim Fuchs, Declaration of
Sandy Kaplan, and Declaration of Jeff Babcock

1 factual or legal authority exists to continue to force the entire community to relinquish their
2 rights to a jury trial.

3 Pursuant to the Washington Condominium Act and the Defendant drafted CC&R's
4 (a/k/a Condominium Declaration), the Association is authorized to "Institute, defend, or
5 intervene in litigation or administrative proceedings in its own name on behalf of itself or *two*
6 *or more* unit owners on matters affecting the condominium." (RCW 64.34.304(d)). As the
7 Association is authorized to pursue this matter on behalf of each of the homeowners, the
8 Defendants refusal to cooperate on identifying a new trial date, and based upon Defendants'
9 inability to provide factual or legal support for its proposition the homeowners must pursue
10 this matter in a venue unilaterally chosen by Defendants, the Court is permitted to and should,
11 on its own, set a trial date for this two year old case.
12

13 **2. The Defendants are contractually obligated to litigate the breach of contract**
14 **claims not contained within the Warranty Addendum.**

15 The Purchase and Sale Agreements and attached Addendum signed by the Defendants
16 and several members of the Association contained numerous promises². One of the express
17 promises contained within the Addendum was that the garage would be 6'6" high³. In fact,
18 the garage is only 6'4"⁴. Also contained within the Addendum is an express promise that the
19 member would be provided the right to a jury trial. This Addendum contains separate and
20 distinct obligations and the Court should enforce them and set a trial date.
21
22
23

24 ² See Declaration of Harvey Dean, Declaration of Bill Cassels, Declaration of Brooke Gerton, Declaration of
Gallager, Declaration of Linda Haller, Declaration of Mercy Laurino Levrick, and Declaration of Sabrina Tatta

25 ³ See Declaration of William Cassels and Harvey Dean

⁴ See Declaration of Mark Jobe

1 3. The Court should reject any argument this matter is stayed pending a ruling by
2 the Supreme Court.

3 Defendants in this case have suggested this Court stay the Associations claims until
4 the Supreme Court rules on the arbitration issue before it. This is nonsensical.

5 As discussed above, many of the owners did not sign a Warranty Addendum, and
6 therefore there is no factual or legal argument they have to arbitrate their claims. There is
7 absolutely no reason to force the members to wait another two to three years for the Supreme
8 Court to rule and then litigate the claims. The Court should rebuke any argument the
9 Association and its members should be forced to delay any longer.

10 This matter has been ongoing for over two years and the Association and members are
11 due their day in Court.

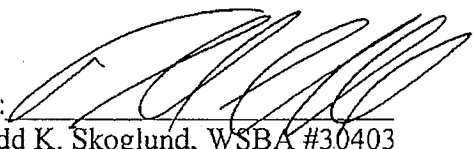
12 **IV. CONCLUSION**

13 For the foregoing reasons, the Association respectfully requests that the Court
14 schedule this matter for trial in April or May 2009.

15 A Proposed Order is attached.

16 DATED this 7 day of July 2007.

17
18 CASEY & SKOGLUND PLLC

19
20 By: 
21 Todd K. Skoglund, WSBA #30403
22 Adil A. Siddiki, WSBA #37492
23 Attorneys for Plaintiff

RECEIVED

JUL 6, 2003

SALMI & GILLASPY, PLLC

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BLAKELEY COMMONS CONDOMINIUM
ASSOCIATION, a Washington non-profit
corporation,

Plaintiff,

vs.

BLAKELEY VILLAGE LLC, a Washington
Corporation; INTRACORP REAL ESTATE,
LLC, a Washington Corporation; JOHN
AND JANE DOES 1 through 20, individuals;
CONTRACTOR DOES 21 through
35, entities conducting business in
Washington;

Defendants.

NO. 06-2-03941-6SEA

DECLARATION OF JESSICA
HASELBY IN SUPPORT OF
PLAINTIFF'S MOTION TO SET A
TRIAL DATE

I, JESSICA HASELBY, declare under the penalty of perjury and in accordance with
the laws of the State of Washington, I am over 18 years old, competent to testify, and make
this declaration based on personal knowledge:

1. I am an original purchaser of Unit No. 2A at the Blakeley Commons
Condominium project in Seattle, Washington.
2. Attached hereto as Exhibit #1 is a true and correct copy of my Purchase and
Sale Agreement for Unit No. 2A at the Blakeley Commons Condominiums.

DECLARATION OF JESSICA HASELBY
IN SUPPORT OF PLAINTIFF'S MOTION
TO SET A TRIAL DATE - 1

 **COPY**

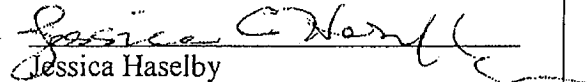
CASEY & SKOGLUND PLLC
114 West McGraw Street
Seattle, Washington 98119
Phone (206) 284-8165

1
2 3. I have reviewed Exhibit No. 2, attached hereto, entitled "BLAKELEY
3 COMMONS, A CONDOMINIUM WARRANTY ADDENDUM"
4 (hereinafter "Warranty Addendum") and to the best of my knowledge, I never
5 signed a warranty addendum nor was I asked to sign a warranty addendum.

6 4. At no time did I understand by entering a Purchase and Sale Agreement with
7 Blakely Village, LLC, I was giving up my right to a jury trial for any breach
8 of contract, breach of the Consumer Protection Act, breach of implied
9 warranty, breach of fiduciary duty, and/or any other similar claim, which I
10 would normally have as a result of such transaction. It was never my
11 understanding or my intent to give up my right to assert one of the foregoing
12 claims by entering into the Purchase and Sale Agreement with Blakeley
13 Village, LLC.

14 I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
15 WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

16 EXECUTED at Seattle, Washington this 18 day of June, 2008.

17 
18 Jessica Haselby

19
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25
DECLARATION OF JESSICA HASELBY
IN SUPPORT OF PLAINTIFF'S MOTION
TO SET A TRIAL DATE - 2

CASEY & SKOGLUND PLLC
114 West McGraw Street
Seattle, Washington 98119
Phone (206) 284-8165

EXHIBIT #1

Blakeley Commons Condominium Assoc. v. Blakeley Village, LLC, et al.
King County Cause No.: 06-2-03941-6 SEA

Seller is: Blakeley Village LLC

NWMLS Form 24
CBA Form PS-1A
Purchase & Sale Agreement
Rev.12/08
Page 1 of 8

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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing.
No representation is made by licensee as to its sufficiency or tax consequences.

Date: November 15, 2004

The undersigned Buyer, Jessica Hasell and/or assigns, agrees to buy and
Seller agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as
2901 NE Blakeley Street, Unit 2A in the City of Seattle
KING County, Washington, legally described on attached Exhibit A.

(Buyer and Seller authorize the Listing Agent or Selling Licensee to insert and/or correct, over their signatures, the legal description of the Property.)

1. **PURCHASE PRICE.** The total purchase price is Three Hundred Twenty Thousand Dollars
Dollars (\$320,000.00 ~~\$335,000~~), including the earnest money, payable as follows (check only one):

- ☒ All cash at closing, including the earnest money, with no financing contingency.
☐ All cash at closing, including the earnest money, contingent on new financing under Section 4a below.
☐ \$ 5 / 1 % of the purchase price in cash at closing, including the earnest money, with the balance of the purchase price paid as follows (check one or both, as applicable): ☐ Buyer's assumption of any underlying note and deed of trust, or real estate contract, under Section 4b below; ☐ Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, as described in Section 4c below.
☐ Other: _____

2. **EARNEST MONEY.** Buyer agrees to deliver the earnest money \$12,000.00 in the form of

- ☐ Cash ☒ Personal check ☐ Promissory note ☐ Other: _____
If the earnest money is in the form of a promissory note it shall be due no later than:
☐ _____ days after mutual acceptance.
☐ Upon removal of the inspection contingencies in Section 5 below.
☐ Other: _____

The earnest money shall be held by ☐ Selling Licensee ☒ Closing Agent.

Buyer shall deliver the earnest money no later than:

- ☐ _____ days after mutual acceptance.
☐ Upon removal of the inspection contingencies in Section 5 below.
☒ Other: at time of offer presentation

Selling Licensee may, however, transfer the earnest money to Closing Agent.

If the earnest money is to be held by Selling Licensee and is over \$10,000, it shall be deposited to: ☐ Selling Licensee's pooled trust account (with interest paid to the State Treasurer) ☐ A separate interest-bearing trust account in Selling Licensee's name. The interest, if any, shall be credited at closing to Buyer whose Social Security or taxpayer ID Number is: _____, if this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Licensee shall deposit any check to be held by Selling Licensee within 3 days after receipt of mutual acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer, if all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, Selling Licensee or Closing Agent may deduct and pay them therefrom. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyer's obligation under this Agreement is not satisfied through no fault of Buyer.

3. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

- ☐ Earnest Money Promissory Note, CBA Form EM
☐ Promissory Note, LPB Form No. 28A/CBA Form N1-A
☐ Short Form Deed of Trust, LPB Form No. 28
☐ Deed of Trust Rider, CBA Form DTR
☐ Utility Charges Addendum, CBA Form UA
☐ FIRPTA Certification, CBA Form 22E
☐ Assignment and Assumption, CBA Form PS-A8
☐ Addendum/Amendment, CBA Form PSA
☐ Back-Up Addendum, CBA Form BU-A
☐ Vacant Land Addendum, CBA Form VLA
☒ Other: CBA Form PS-1A

INITIALS: Buyer: Jess Date: 11/15/04 Seller: [Signature] Date: 11/16/04
Buyer: _____ Date: _____ Seller: _____ Date: _____

NWMLS Form 24
CBA Form PS-1A
Purchase & Sale Agreement
Rev. 12/99
Page 2 of 6

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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

A. FINANCING

Application for New Financing. If payment of the purchase price is contingent on Buyer obtaining new financing, then Buyer's obligation to close is conditioned upon Buyer accepting a written commitment for financing. Buyer will not reject those terms of a commitment which provide for a loan amount of at least _____ percent (____%) of the purchase price, interest not to exceed _____ percent (____%) per annum, a payment schedule calling for monthly payments amortized over not less than _____ years, and total placement fees and points not more than _____ percent (____%) of the loan amount. Buyer shall make immediate application for said commitment, pay required costs and make a good faith effort to procure such financing. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives Seller written notice that this condition is satisfied or waived on or before _____ days (80 days, if not completed) following mutual acceptance of this Agreement.

b. Assumption of Existing Financing. If payment of the purchase price includes Buyer's assumption of a note and mortgage or deed of trust, or a real estate contract, Seller shall promptly deliver to Buyer a copy of the underlying debt instrument(s) to be assumed, and Buyer shall be deemed to have approved all of the terms of the debt instrument(s) unless Buyer gives notice of disapproval within five (5) days after receiving such instrument(s). If any of the debt instrument(s) requires the consent of a third party to the assumption by Buyer, then Buyer shall apply for such consent within seven (7) days after receiving the debt instrument(s). Upon Buyer's request, Seller shall assist Buyer by requesting the third party's consent to the assumption on Buyer's behalf. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives Seller written notice within _____ days (30 days, if not completed) of receiving the debt instrument(s) stating that such consent is available. Buyer shall pay any assumption fees or other out-of-pocket expenses attributable to the assumption of the underlying indebtedness.

c. Seller Financing. If Seller is financing a portion of the purchase price by promissory note and deed of trust, unless different terms are attached to this Agreement, Buyer shall execute and submit to the Closing Agent: (i) LPB Form No. 28A Promissory Note and the DUE ON SALE and COMMERCIAL PROPERTY optional clauses in that form shall apply; (ii) UCC-1 Financing Statement covering the personal property described in Section 14 below; (iii) LPB Form No. 20 Short Form Deed of Trust; and (iv) CBA Form No. DTR Deed of Trust Rider. The promissory note shall bear interest at the rate of _____ % per annum, and shall be payable as follows (choose one): ☐ monthly installments of interest only. ☐ monthly installments of \$ _____, ☐ equal monthly installments of principal and interest in an amount sufficient to fully amortize the outstanding principal balance at the stated interest rate over _____ years.

☐ other _____
Payments shall commence on the first day of the first month after closing and shall continue on the same day of each succeeding month until (choose one): ☐ _____ months from the date of closing, ☐ other _____
on which date all outstanding principal and interest shall be due. The principal shall, at Seller's option, bear interest at the rate of _____ % per annum (18% of the maximum rate allowed by law, whichever is less, if not filled in) during any period of Buyer's default. If Seller receives any monthly payment more than _____ days (15 days if not filled in) after its due date, then a late payment charge of \$ _____ % of the delinquent amount (5% of the delinquent amount if not filled in) shall be added to the scheduled payment. Buyer shall have _____ days (5 days if not filled in) after written notice to cure a default before Seller may declare all outstanding sums to be immediately due and payable.

(Note to Buyer and Seller: If the Property is currently used primarily for agricultural purposes, then a nonjudicial foreclosure/foreclosure remedy is available to Seller only by using a real estate contract and is not available with a deed of trust.)

d. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorney's fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

e. INSPECTION CONTINGENCY. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within _____ days (20 days if not filled in) of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; the covenants and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. If such notice is timely given, the inspection contingencies stated in this Section e shall be deemed to be satisfied.

f. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Buyer shall be solely responsible for obtaining any required consents to such assumption. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement. *Public offering statement included here*

g. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials (limited to a Phase I audit only), pest infestation, soil conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing or contact the tenants without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and expert fees, arising from or relating to entry onto or inspection of the Property.

INITIALS: Buyer: [Signature] Date: 11/15/04 Seller: [Signature] Date: 11/16/04
Buyer: _____ Date: _____ Seller: _____ Date: _____

NWNL Form 24
CBA Form PS-1A
Purchase & Sale Agreement
Rev. 12/99
Page 3 of 5

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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property and interview tenants in accordance with the foregoing terms and conditions after removal or satisfaction of the inspection contingency only for the purpose of re-sale, leasing or to satisfy conditions of financing.

8. TITLE INSURANCE.

a. **Title Report.** Seller authorizes Lender and Listing Agent, Selling Licensee or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a ☒ standard ☐ extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is procured, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard policy, and the cost of any survey required by the title insurer. The title report shall be issued by Chicago Title Insurance Co.

b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (i) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (ii) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed on or before 12/21/2004 ("closing") by Chicago Title Escrow ("Closing Agent").

Buyer and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be prorated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing. The real estate commission is due on closing or upon Seller's default under this Agreement, whichever occurs first, and neither the amount nor due date thereof can be changed without Listing Agent's written consent.

a. **Unpaid Utility Charges.** Buyer and Seller ☒ WAIVE ☐ DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum). If neither box is checked, then the "do not waive" option applies.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenue or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Rents collected from each tenant after closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession, subject to existing tenancies (if any), ☒ on closing ☐ (on closing, if not completed).

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, each of the following is true as of the date hereof and shall be true as of closing: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) All books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement are accurate and complete; (c) The Property and the business conducted thereon comply with all applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after closing; (f) There are no covenants, conditions, restrictions, or contractual obligations of Seller which will adversely affect Buyer's ownership of the Property after closing or prevent Seller from performing its obligations under the Agreement, except as disclosed in the preliminary commitment for title insurance or as otherwise disclosed to Buyer in writing prior to the end of the inspecting contingency stated in Section 5 above; (g) There is no pending or threatened condemnation or similar proceedings affecting the Property, and except as otherwise disclosed in the preliminary commitment for title insurance as or otherwise disclosed to Buyer in writing prior to closing, the Property is not within the boundaries of any planned or authorized local improvement district; (h) Seller has paid (except to the extent prorated at closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after closing; and (i) Seller warrants that there are no pending or threatened notices of violation of building, zoning, or land use codes applicable to the Property; and (j) Seller

INITIALS: Buyer: del Date: 11/15/04 Seller: [Signature] Date: 11/16/04
Buyer: _____ Date: _____ Seller: _____ Date: _____

80 8982

EWIN & CLARK

From:206 937 2998

04-Nov-16 10:32am 08418008

NWMLS Form 24
CBA Form PS-1A
Purchase & Sale Agreement
Rev. 12/09
Page 4 of 6

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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

is not aware of any concealed material defects in the Property except:

Seller makes no representations or warranties regarding the Property other than those specified in this Agreement. Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations.

13. **HAZARDOUS SUBSTANCES.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the inspection contingency stated in Section 5 above, Seller represents and warrants to Buyer that, to the best of its knowledge: (i) there are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); (ii) there are no underground storage tanks located on the Property; and (iii) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

14. **PERSONAL PROPERTY.**

a. This sale includes all right, title and interest of Seller to the following tangible personal property: ☐ None ☐ That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Addendum to be attached to this Agreement within ten (10) days of mutual acceptance (None, if not completed). The value assigned to the personal property shall be the amount agreed upon by the parties and, if they cannot agree, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Agent and Selling Licensee. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. Buyer shall pay any sales or use tax owing from the transfer of the personal property.

b. In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guarantees, warranties or other assurances of performance received.

15. **CONDEMNATION AND CASUALTY.** Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if improvements on the Property are destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

16. **FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. **CONVEYANCE.** This shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

18. **SEATTLE REQUIREMENTS.** If the Property is in the City of Seattle, Seller shall deliver to Buyer a Certificate of Land Use and Local Assessments (not applicable to single family dwellings not represented to be a lawful use for more than one dwelling unit).

19. **NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Agent. A notice to Seller shall be deemed delivered only when received by Seller, Listing Agent, or the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer and Selling Licensee. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Licensee, or the licensed office of Selling Licensee. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts to receive prompt notification of receipt of a notice.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 pm Pacific time of the last calendar day of the specified period of time. If the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

INITIALS: Buyer:

Date:

Seller:

Date:

Buyer:

Date:

Seller:

Date:

S. D.

6662 736 902

TOM AND KAREN

N 16 2004 S: 388M

LLC080870

NVMLS Form 24
CBA Form PS-1A
Purchase & Sale Agreement
Rev. 12/99
Page 6 of 8

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**COMMERCIAL AND INVESTMENT REAL ESTATE
PURCHASE AND SALE AGREEMENT
(CONTINUED)**

20. AGENCY DISCLOSURE. At the signing of this Agreement,

Selling Licensee TOM JURKOWICZ, WINDERMEKE RE FAUNTLEROY 236
(insert names of Licensee and the Company name as licensed) 237

represented BUYER 231
(insert Seller, Buyer, both Seller and Buyer or Neither Seller nor Buyer) 24

and the Listing Agent PETER ARGERIES, EWING & CLARK INC 241
(insert names of Licensee and the Company name as licensed) 242

represented SELLER 243
(insert Seller, Buyer, both Seller and Buyer or Neither Seller nor Buyer) 244

If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then Seller and Buyer confirm their consent to Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same person representing both parties, then Seller and Buyer confirm their consent to that person and his/her Broker acting as dual agents. If Selling Licensee, Listing Agent, or their Broker are dual agents, then Seller and Buyer consent to Selling Licensee, Listing Agent and their Broker being compensated based on a percentage of the purchase price or as otherwise disclosed on an attached addendum. In addition, Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Buyer and Seller confirm receipt of the pamphlet entitled "The Law of Real Estate Agency." 245

21. ASSIGNMENT. Buyer ☒ may ☐ may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. 251

22. DEFAULT AND ATTORNEYS' FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (check one): 252
☒ that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure; or 253

☐ Seller may, at its option, (a) keep the earnest money as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 254

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located. 255

23. MISCELLANEOUS PROVISIONS. 261

- Complete Agreement.** The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement. 262
- No Merger.** The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing. 263
- Counterpart Signatures.** The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement. 264
- Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to the Agreement otherwise agree in writing. 265

24. ACCEPTANCE, COUNTEROFFER. Seller has until midnight of 11/15/04 (if not filled in, the third business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 6:00 p.m. on the 11/16/04 business day (if not filled in, the second business day) following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Agent or the licensed office of the Listing Agent. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Licensee or the licensed office of the Selling Licensee. 266

25. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any plans, studies, reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated. 267

INITIALS: Buyer: sch Date: 11/15/04 Seller: Ru Date: 11/16/04 268
Buyer: _____ Date: _____ Seller: _____ Date: _____ 269

NWMLS Form 24
CBA Form PS-1A
Purchase & Sale Agreement
Rev. 12/99
Page 5 of 6

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**COMMERCIAL AND INVESTMENT REAL ESTATE
PURCHASE AND SALE AGREEMENT
(CONTINUED)**

26. **CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer is required by law to disclose and then only after giving Seller written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller.
27. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. If there is no written listing agreement, Seller agrees to pay a commission of 2.5% + 2.5% LDC of the sales price or the listing agreement of any co-brokerage agreement. Seller assigns to Listing Agent and Selling Licensee a portion of the sales proceeds equal to the commission. If the same money is retained as liquidated damages, any costs advanced or committed by Listing Agent or Selling Licensee for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Agent and Selling Licensee according to the listing agreement and any co-brokerage agreement. In any action by Listing Agent or Selling Licensee to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Agent nor Selling Licensee are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A, is commercial real estate. Notwithstanding Section 26 above, the pages containing this section, the parties' signatures and an attachment describing the Property may be recorded.
28. **LISTING AGENT AND SELLING LICENSEE DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING LICENSEE, LISTING AGENT, AND BROKERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, OR THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS MATERIALS. SELLER AND BUYER ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE ON THESE AND OTHER MATTERS RELATED TO THIS AGREEMENT.

Buyer [Signature] Date Nov 15, 2007

Buyer [Signature] Date _____

Office Phone 206-527-6298 Fax No. 206-527-6639 Home Phone _____

Buyer's Email Address _____

Print Buyer's Name Jessica C. Haseley

Buyer's Address 4812 37th Ave NE, Seattle, WA 98105

Selling Office WINDERMERE RE FRANCHISE SYSTEM MLS Office No. 962300

Office Phone 206-937-7600 Other Phone 206-658-6565 Fax No. 206-937-9541

By [Signature] Print Name TOM JUKAWICZ

Seller Blackley Village LLC Date 11/16/07

Seller BT: Frank Anderson Date _____

Home Phone 425-478-1200 Office Phone _____ Fax No. 206-728-4595

Seller's Email Address SLUCKER

Print Seller's Name SLUCKER

Seller's Address _____

Listing Office _____ MLS Office No. _____

Office Phone _____ Other Phone _____ Fax No. _____

29. **BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller-signed copy of this Agreement, on _____, 2007.

BUYER

BUYER

NWMLS Form No. 34
Addendum/Amendment to P & S
Rev. 5/85
Page 1 of 1

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ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 15, 2004 1
between Hazelby &/or assigns ("Buyer") 2
and _____ ("Seller") 3
concerning: 2901 NE BLAKELEY STREET #2A, Seattle ("the Property") 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Purchase price includes three (3) parking spaces
deeded to purchaser at closing. 6

The following three (3) parking spaces shall
be assigned to Unit 2A, and Schedule 'C' to
the condominium declaration shall be revised &
recorded accordingly: 7

- parking stall 64
- " " 66
- " " 81 8

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 9

AGENT (COMPANY) Windermere RE / FAIRFAC ROY INC 10

BY: 11

Initials: BUYER: Tch 12

Date: 11/15/04 13

SELLER: [Signature] 14

Date: 11/16/04 15

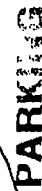
BUYER: 16

Date: 17

SELLER: 18

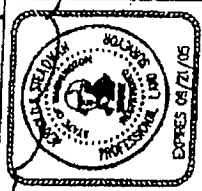
Date: 19

9, TWP. 25 N., RGE. 4 E, W.M., SEATTLE, KING COUNTY, WASHINGTON



shared commercial parking stalls

108 107 106 105 104 103 102 101 100 99 98 97 96 95 94 93 92 91 90 89 88 87 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

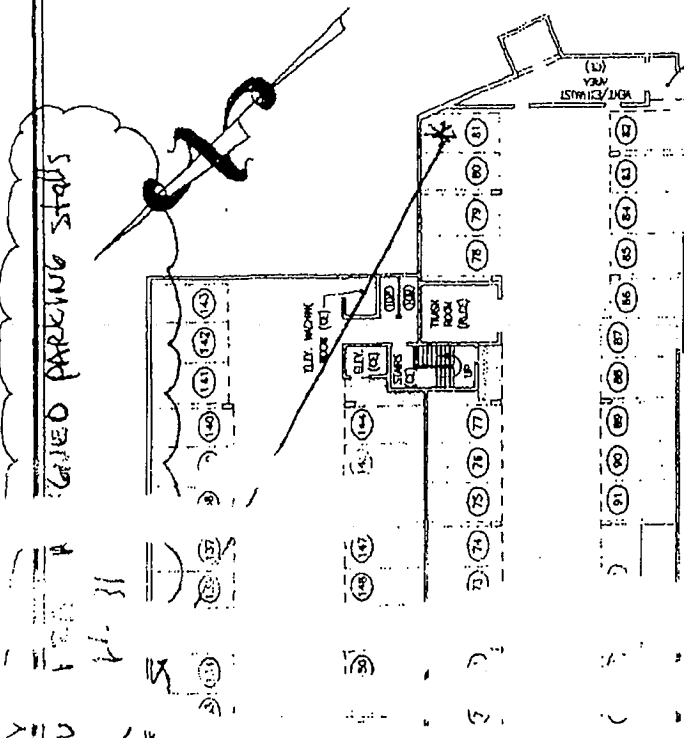


**TUNNUM
COMPANY**

ng in
URVEYS ONLY
34-BOSTON 96108
2069 782-3518

**CONDOMINIUM
MAP & LAP**

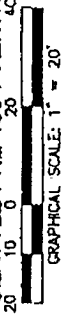
11



BASIS OF BEARINGS:

CITY OF SEATTLE SHORT PLAT NO. 0803292
UNDER REC. NOS. 0812090541 & 080329711

CITY OF SEATTLE PRE-1994 VERTICAL DATUM



INDEX

2001048.00
DATE: 9 MAY 2001
REMOVED: 21 APRIL 2004
DRAWN BY: MAM
MAP CHECK: RLE
FINAL CHECK: JSS
SHEET 3 OF 12

04-Nov-18 04:06pm From-EWING & CLARK

2064415297

T-483 P.02/02 F-227

04-Nov-17 11:42am From-EWING & CLARK

2064415287

T-478 P.0A/00 F-198

04-Nov-18 11:47am From-EWING & CLARK

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WILLIAMS Form No. 34
Addendum/Amendment to F & B
Rev. 8/99
Page 1 of 1

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ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated November 15, 2014
between Hoselby & Co. acquires ("Buyer")
and _____ ("Seller")
concerning: 2901 NE BLAKELEY STREET #2A, Seattle ("the Property")
IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

11/15/18

~~Purchase price includes three (3) parking spaces
located in front of building.~~

The following three (3) parking spaces shall
be assigned to unit 2A, and Schedule C to
the condominium declaration shall be revised &
recorded accordingly:

- Hoselby shall 64
- " " 66
- " " 81

☒ The Purchase Price (total) is \$330,000.00
(Three Hundred Thirty Thousand Dollars).

APX
11/15/18

ALL OTHER TERMS AND CONDITIONS OF SALE AGREEMENT REMAIN UNCHANGED.

AGENT (COMPANY) WILLIAMS & CO. / 5000 1ST AVE S.W.

BY:

[Signature]
BUYER: [Signature]
DATE: 11/15/18

SELLER: [Signature]
DATE: 11/16/18

DATE: 11/16/18

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Received 04-Nov-17 11:22am

From-2067294585

To-EWING & CLARK

Page 08

Received 04-Nov-18 01:39pm

From-206 937 2998

To-EWING & CLARK

Page 02

LLC081053

EXHIBIT #2

Blakeley Commons Condominium Assoc. v. Blakeley Village, LLC, et al.
King County Cause No.: 06-2-03941-6 SEA

BLAKELEY COMMONS, A CONDOMINIUM
WARRANTY ADDENDUM

Addendum No. _____ to Purchase and Sale Agreement dated _____

Unit No. _____
Blakeley Commons, a condominium

Name of Purchaser(s): _____

The Seller and the Purchaser agree that the Seller's and the Declarant's warranties to the Purchaser and to the Purchaser's successors and transferees, for the Unit and all Common Elements in the Condominium identified above, are limited to the terms stated in this Warranty Addendum ("Warranty"). The implied warranties of quality under the Washington Condominium Act, RCW Chapter 64.34, are modified by this Warranty, and all provisions of this Warranty apply to all warranties from the Seller to the Purchaser, including the implied warranties of quality under the Washington Condominium Act. The definitions of terms set forth in the Condominium Declaration apply in this Warranty. As used in this Warranty, the term "Common Elements" includes both the Common Elements and the Limited Common Elements of the Condominium.

1. Limited Warranty. The Unit in the Condominium identified above and the Common Elements are suitable for the ordinary uses of real estate of their type and, except as provided below, all parts of the Unit and the Common Elements constructed by or for the Declarant are free from defective materials and have been constructed in accordance with applicable law, in accordance with sound engineering and construction standards, and in a workmanlike manner.

2. Modifications and Exclusions.

a. Sound Transmission. The Purchaser realizes that the Unit is in a multi-family building in an urban environment; therefore, the Seller makes no warranty or representation as to vertical or horizontal sound transmission that may arise from activities or building systems in any Unit, the Common Elements or outside the Condominium. The Purchaser realizes that where condominium units are built above or below each other, or side by side, it is normal to experience some transmission of sounds between those units from loud music, heels on uncarpeted floors, water traveling in drains, doors closing and other causes. From time to time, noise from various building systems may be heard from the Unit, including, but not limited to, noise from garage doors, exhaust and supply fans, elevators, fluorescent lighting and the transformer vault.

b. View. Seller makes no representation or warranty that the view from the Unit, as of the date this Agreement is signed or as of closing, will not be obstructed or changed in whole or in part at any time in the future. Purchaser agrees that Seller is not obligated to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor is Seller obligated to protect views. This means that even though Seller may know of, or may itself be developing, possible, planned, permitted or under-construction developments that could affect views, Purchaser is not relying on Seller to disclose such developments, and Purchaser is releasing Seller from any duty Seller may otherwise have to disclose any such developments. Real estate agents and sales people are generally not experts on future real estate developments, and therefore Purchaser agrees that Purchaser has not relied and will not rely on statements from real estate agents or sales people about future developments or their impact or lack of impact on views.

c. Appliances and Equipment. The Seller makes no warranties or representations with respect to the appliances and equipment installed in the Unit or the Common Elements, including without limitation the stove, oven and/or range, refrigerator, microwave oven, dishwasher, garbage disposal, washer and dryer, spa or whirlpool, water heater, fireplace, garage doors and heating/ventilation/air conditioning.

Page 1 of 5

equipment. The Seller makes no warranties or representations with respect to equipment provided to Association for use in operation or maintenance of the Common Elements. With respect to all such appliances and equipment, the Seller's sole obligation is to assign to Purchaser all warranties and guarantees furnished to the Seller from the suppliers or manufacturers of the items.

d. Damage Caused by Purchaser and Others. This Warranty excludes all defects and damage to the extent caused or made worse by (i) negligence, failure to inspect, lack of maintenance, improper maintenance, improper operation or other action by anyone other than the Seller or its agents or contractors; (ii) failure of the Purchaser or the Association to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or equipment; (iii) abnormal loading (including waterbeds) on floors, decks or other surfaces by the Purchaser that exceeds design loads that meet building codes; (iv) making of installation of holes, penetrations, windows or skylights in the Unit or Common Elements by anyone other than the Seller or its employees, agents or contractors; (v) failure of the Purchaser or the Association to mitigate damages; or (vi) changes made to the Unit or Common Elements by anyone other than the Seller or its employees, agents or contractors after closing.

e. Personal Injury and Consequential Damages. This Warranty excludes bodily injury, illness and death; damage to or theft of personal property; costs of shelter, transportation, food, moving, storage or other incidental expenses relating to relocation during repairs; and consequential, exemplary and punitive damages.

f. Defined Standards and Tolerances. This Warranty excludes all defects and faults that either (a) are of the same kind, but not the same extent or due to the same causes, as those listed as "Covered" or (b) are listed as "Not Covered" in Attachment A to this Warranty ("Defined Standards and Tolerances").

g. Warranty at Time of Purchase. This Warranty applies only to the construction and condition of the Unit and Common Elements at the time of Seller's sale of the Unit to the Purchaser. This Warranty does not extend to future performance or duration of any improvement or component of the Condominium, and the Seller makes no such warranty.

h. Other Limitations and Exclusions. This Warranty excludes any loss or damage (i) due to normal wear and tear or normal deterioration; (ii) caused by accidents, riot, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption or changes in underground water table not reasonably foreseeable; (iii) caused by soil movement; (iv) caused by insects; (v) caused to or by any items supplied by the Purchaser or which are not part of the Unit at the time of closing; (vi) relating to cooking odors or other odors from other Units or elsewhere; or (vii) consisting of or relating to temporary ponding or pooling of water on roofs, decks, walkways, driveways or other parts of the Condominium, provided such ponding or pooling does not cause damage to the Unit or Common Elements.

3. Apparent Unit Defects. The Purchaser has had or will have at the time of possession the opportunity to make a detailed walk-through inspection of the Unit with a representative of the Seller ("Initial Inspection") and to notify the Seller in writing of any defects in appearance or color of, or damage to, the surfaces and fixtures in the Unit ("Apparent Unit Defects"). The Seller shall with reasonable promptness correct any Apparent Unit Defects which exist (in accordance with Attachment A hereto, "Defined Standards and Tolerances") and of which the Purchaser notifies the Seller in writing at the time of the Initial Inspection. The Purchaser waives all claims for any Apparent Unit Defects of which the Seller is not notified in writing at the time of the Initial Inspection, and this Warranty shall not extend to any Apparent Unit Defects of which the Seller is not notified in writing at the time of the Initial Inspection. "Apparent Unit Defects" include but are not limited to defects, inconsistencies, non-conformity and pre-existing damage in and to: paint, wall coverings, ceilings, hardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical and

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heating/cooling/ventilation fixtures, bathroom fixtures and hardware, door and window hardware, cabinets, countertops and other surfaces in the Units.

4. Apparent Common Element Defects. The Purchaser and Seller agree that the Seller is entitled to receive timely notice of any construction defects in the Common Elements in order to verify that such defects have not been caused by subsequent damage and in order to allow the Seller the opportunity to correct such defects. Therefore, within sixty days after the termination of the period of declarant control provided in RCW 64.34.308(4), the Association shall notify the Seller in writing of any defects in the Common Elements which are visible or of which the Association has knowledge ("Apparent Common Element Defects"). The Seller shall with reasonable promptness correct any Apparent Common Element Defects which exist (in accordance with Attachment A hereto, "Defined Standards and Tolerances") and of which the Association timely notifies the Seller in writing. The Purchaser and the Association waive all claims for any Apparent Common Element Defects of which the Seller is not timely notified in writing, and this Warranty shall exclude any Apparent Common Element Defects of which the Seller is not timely notified in writing. "Apparent Common Element Defects" include but are not limited to visible or apparent defects, inconsistencies, non-conformity and pre-existing damage in and to: decks, walkways, siding, exterior surfaces, roofs, gutters and drainage pipes, landscaping, retaining walls, foundations, garages, paved surfaces, paint, wall coverings, ceilings, hardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical, plumbing and heating/cooling/ventilation fixtures, and door and window hardware.

5. Claims Procedure.

a. Limitation of Time to Give Notice of Claim. If the Purchaser or the Association has a claim against the Seller arising out of any alleged defect in the Unit or any Common Element or any alleged breach of this Warranty or any other claimed warranties, express or implied, the Purchaser must give written notice of such claim to the Seller within one year after: (a) as to claims relating to the condition of a Unit, the date when the Purchaser entered into possession of the Unit if a possessory interest was conveyed, or the date of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and (b) as to claims relating to the condition of any Common Element, the latest of (i) the date the first unit in the Condominium was conveyed to a bona fide purchaser, (ii) the date the Common Element was completed, (iii) the date the Common Element was added to the Condominium; or (iv) the end of the period of declarant control, if any, under RCW 64.34.308(4). FAILURE TO GIVE WRITTEN NOTICE OF CLAIM WITHIN THE ONE-YEAR PERIOD AND IN THE MANNER DESCRIBED IN THIS WARRANTY SHALL CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL WAIVER, RELEASE AND BAR OF SUCH CLAIM. Oral notice shall not satisfy the requirements of this Paragraph. The requirements of this Paragraph shall not be modified or waived except by a writing signed by an officer of the Seller expressly referring to this Paragraph and expressly modifying or waiving the requirements of this Paragraph. The foregoing shall not be deemed to reduce or lengthen any period of limitation of time to bring legal action provided by the Washington Condominium Act or other applicable law; however, the Purchaser or Association shall not bring any legal action on any claim with respect to which the Purchaser or Association has not complied with the provisions of this Paragraph.

b. Notice of Claim and Cure. Each claim under this Warranty which is made by the Purchaser with respect to the Unit, or by the Association with respect to a Common Element, shall first be made in writing, entitled "Notice of Claim," and shall contain a detailed description of the claimed defect. Each claim shall be mailed, postage paid, to:

Blakeley Village LLC
2505 Second Avenue, Suite 300
Seattle, WA 98121-1473

or to such other address as the Seller shall provide to the Purchaser. The Purchaser shall provide the Seller access and entry to the Unit and Common Elements during normal business hours to inspect and/or repair the

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claimed defect within 48 hours after any written or spoken request by Seller for such access, or immediately if reasonably necessary to prevent further damage. The Seller shall respond in writing to such claim no later than 30 days after the Seller's receipt of the claim. The Seller shall have the right to cure the defective construction described in the claim to conform with this Warranty within 90 days after responding to the claim or within such longer period as may reasonably be required. The Seller may at its option repair or replace, or pay the reasonable cost of repairing or replacing, such defective construction. The Seller shall not be responsible for exact color, paint matching, texture or finish matches nor for unavailability of materials or components matching materials or equipment originally used. If either party is dissatisfied with the resolution of the claim following the Seller's written response and effort to cure the defective condition, then the parties shall meet within 14 days in an effort to resolve the claim to the parties' mutual satisfaction. All work done by Seller or its contractors on items not covered by this Warranty shall be at Purchaser's sole cost unless otherwise agreed in writing. Purchaser shall pay all costs incurred by Seller in inspecting items not covered by this Warranty based upon prevailing rates for Seller's employees or contractors.

6. Legal Action: Time Limitation. Any legal action asserting a claim under this Warranty or any other claimed warranty relating to the Unit or Common Elements must be commenced within four years after the cause of action accrues. A cause of action accrues, regardless of the Purchaser's lack of knowledge of the breach: (a) as to the Unit, the date Purchaser is first entitled to possession of the Unit; and (b) as to each Common Element, at the latest of (i) the date the first Unit in the Condominium was conveyed to a bona fide purchaser; (ii) the date the Common Element was completed, or (iii) the date the Common Element was added to the Condominium.

7. Seller's Right to Arbitration. At the option of Seller, Seller may require that any claim asserted by Purchaser or by the Association under this Warranty or any other claimed warranty relating to the Unit or Common Elements must be decided by arbitration, in King County, Washington, under the Construction Arbitration Rules of the American Arbitration Association (AAA) in effect on the date hereof, as modified by this Warranty. There shall be one arbitrator selected by the parties within seven days of the arbitration demand or if not, then pursuant to the AAA Rules, who shall be an attorney with at least five years condominium or construction law experience. Any issue about whether a dispute or claim must be arbitrated pursuant to this Warranty shall be determined by the arbitrator. At the request of either party made not later than 75 days after the arbitration demand, the parties agree to submit the dispute or unresolved claim to nonbinding mediation which shall not delay the arbitration hearing date. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing, which shall be held within 120 days of the demand and concluded within two days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge including attorney fees and costs to the prevailing party, but the arbitrator shall not have the power to award punitive damages. The decision rendered by the arbitrator shall be final and binding without appeal or review and may be enforced in any court of competent jurisdiction.

8. Seller's Right to Inspect. The Seller shall be entitled (but shall not be obligated) to inspect any Common Elements at any time without notice to the Purchaser or the Association. The Seller shall be entitled (but shall not be obligated) to inspect the Unit at any time until four years after Purchaser takes possession of the Unit, or at any time if there is a pending action relating to the condition of any part of the Condominium, upon at least five days' written notice to the Purchaser or such shorter time as may be provided by court order.

9. Defects Encountered in Construction Process. The Purchaser acknowledges that defects and construction problems may occur during the construction process and be corrected by the builder and subcontractors during the course of or after the construction process, and the Purchaser agrees that if defects or construction problems have occurred during the construction process, this is not of itself a matter requiring disclosure to the Purchaser.

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10. Subsequent Purchasers. If the Purchaser sells the Unit at any time within four years after closing of the sale of the Unit from Seller to Purchaser, or Purchaser's taking possession of the Unit, whichever is later, Purchaser shall notify Seller of the sale in writing and shall include in the signed purchase and sale agreement providing for such sale a provision that the person(s) purchasing the Unit agree that any warranty rights of such person(s) relating to the Unit or Common Elements are limited to the Purchaser's rights under this Warranty at the time of such sale. If Purchaser fails to comply with this Paragraph, Purchaser shall indemnify, defend and hold harmless Seller from and against all damages, costs, attorney fees and expenses caused by such failure.

11. No Other Warranties. The Seller and the Purchaser agree that there are no express or implied warranties concerning the design, construction or condition of the Unit or Common Elements arising from Seller's sale of the Unit to the Purchaser, other than those stated in this Warranty.

12. Survival and Savings. This Warranty shall survive the conveyance of title, delivery of possession of the Unit, or other final settlement between the Seller and the Purchaser, and shall be binding upon the Seller and the Purchaser notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser or Seller. If any part of this Warranty is held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder hereof.

The Seller and Purchaser have executed this Warranty Addendum this ____ day of

PURCHASER:

SELLER:

BLAKELEY VILLAGE LLC, a Washington limited liability company

By: _____
Its _____

11/20/09 9:31 AM

Supreme Court No. 80584-9

SUPREME COURT OF THE STATE OF WASHINGTON

BLAKELEY COMMONS CONDOMINIUM ASSOCIATION, LLC

Respondent,

v.

BLAKELEY COMMONS LLC

Petitioner

APPENDIX TO BRIEF OF RESPONDENT

Todd K. Skoglund, WSBA #30403
Casey & Skoglund, PLLC
114 W. McGraw St
Seattle, Washington 98109
(206) 284-8165

Joseph A. Grube, WSBA #26476
Ricci Grube Aita, PLLC
Attorneys for Respondent
1200 Fifth Avenue, Suite 625
Seattle, Washington 98101
(206) 770-7606

APPENDIX

<u>Sub #</u>	<u>Title of document</u>
97	Motion to Set Trial Date/Plaintiff
103	Declaration of Kim Fuchs
104	Declaration of Jessica Haselby
105	Declaration of Theresa Verretto
106	Declaration of Sandi Kaplan
113	Declaration of Todd Skoglund
116	Reply to Motion to Set Trial Date
119	Order Denying Motion to Set Trial Date

Respectfully submitted this day of August 26th, 2008.

/s/

Todd Skoglund, WSBA #30403
Casey & Skoglund, PLLC
Attorneys for Respondent

/s/

Joseph A. Grube, WSBA #26476
RICCI GRUBE AITA & BRENNEMAN, PLLC
Attorneys for Respondent

RECEIVED

JUL 03 2003

SALMI & GILLASPY, PLLC

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BLAKELEY COMMONS CONDOMINIUM
ASSOCIATION, a Washington non-profit
corporation,

Plaintiff,

vs.

BLAKELEY VILLAGE LLC, a Washington
Corporation; INTRACORP REAL ESTATE,
LLC, a Washington Corporation; JOHN
AND JANE DOES 1 through 20, individuals;
CONTRACTOR DOES 21 through
35, entities conducting business in
Washington;

Defendants.

NO. 06-2-03941-6SEA

DECLARATION OF KIM FUCHS IN
SUPPORT OF PLAINTIFF'S MOTION
TO SET A TRIAL DATE

I, KIM FUCHS, declare under the penalty of perjury and in accordance with the laws
of the State of Washington, I am over 18 years old, competent to testify, and make this
declaration based on personal knowledge:

1. I am an original purchaser of Unit No. 2B at the Blakeley Commons
Condominium project in Seattle, Washington.
2. Attached hereto as Exhibit #1 is a true and correct copy of my Purchase and
Sale Agreement for Unit No. 2B at the Blakeley Commons Condominiums.

DECLARATION OF KIM FUCHS
IN SUPPORT OF PLAINTIFF'S MOTION
TO SET A TRIAL DATE - 1

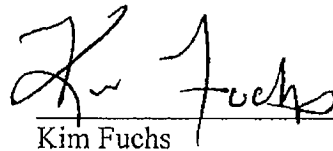
 **COPY**

CASEY & SKOGLUND PLLC
114 West McGraw Street
Seattle, Washington 98119
Phone (206) 284-8165

- 1
2 3. I have reviewed Exhibit No. 2, attached hereto, entitled "BLAKELEY
3 COMMONS, A CONDOMINIUM WARRANTY ADDENDUM"
4 (hereinafter "Warranty Addendum") and to the best of my knowledge, I never
5 signed a warranty addendum nor was I asked to sign a warranty addendum.
6
7 4. At no time did I understand by entering a Purchase and Sale Agreement with
8 Blakely Village, LLC, I was giving up my right to a jury trial for any breach
9 of contract, breach of the Consumer Protection Act, breach of implied
10 warranty, breach of fiduciary duty, and/or any other similar claim, which I
11 would normally have as a result of such transaction. It was never my
12 understanding or my intent to give up my right to assert one of the foregoing
13 claims by entering into the Purchase and Sale Agreement with Blakeley
14 Village, LLC.

13 I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
14 WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

15 EXECUTED at Seattle, Washington this 7/8 day of June, 2008.

16
17 
18 Kim Fuchs

19
20
21
22
23
24
25
DECLARATION OF KIM FUCHS
IN SUPPORT OF PLAINTIFF'S MOTION
TO SET A TRIAL DATE - 2

CASEY & SKOGLUND PLLC
114 West McGraw Street
Seattle, Washington 98119
Phone (206) 284-8165



Windermere Wall Street Inc.
2420 2nd Avenue
Seattle, WA 98121
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Fax: (206) 448-3291

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Rev. 12/99
Page 1 of 9

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences.

Date: July 30, 2004

The undersigned Buyer, Kim Fuchs and/or assigns, provided however, assigns shall be limited to members of her immediate family, her business partner and/or a corporation or LLC in which they are principals, agrees to buy and Seller agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as condominium unit A-2, 1,047 sq. ft., Blakely Commons, 2901 NE Blakeley St. in the City of Seattle, King County, Washington, legally described on attached Exhibit A.

(Buyer and Seller authorize the Listing Agent or Selling Licensee to insert and/or correct, over their signatures, the legal description of the Property.)

1. **PURCHASE PRICE.** The total purchase price is one hundred ninety thousand and xx/100 Dollars (\$190,000.00), including the earnest money, payable as follows (check only one):

- ☐ All cash at closing, including the earnest money, with no financing contingency.
- ☒ All cash at closing, including the earnest money, contingent on new financing under Section 4a below.
- ☐ \$ % of the purchase price in cash at closing, including the earnest money, with the balance of the purchase price paid as follows (check one or both, as applicable): ☐ Buyer's assumption of any underlying note and deed of trust, or real estate contract, under Section 4b below; ☐ Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, as described in Section 4c below.

☐ Other: \$9,500 -

2. **EARNEST MONEY.** Buyer agrees to deliver the earnest money \$2,000 in the form of ☐ Cash ☒ Personal check ☐ Promissory note ☐ Other:

If the earnest money is in the form of a promissory note, it shall be due no later than:

- ☐ days after mutual acceptance.
- ☒ Upon removal of the inspection contingencies in Section 5 below.
- ☐ Other:

The earnest money shall be held by ☐ Selling Licensee ☒ Closing Agent.

Buyer shall deliver the earnest money no later than:

- ☐ days after mutual acceptance.
- ☐ Upon removal of the inspection contingencies in Section 5 below.
- ☐ Other:

Selling Licensee may, however, transfer the earnest money to Closing Agent.

If the earnest money is to be held by Selling Licensee and is over \$10,000, it shall be deposited to: ☐ Selling Licensee's pooled trust account (with interest paid to the State Treasurer) ☐ A separate interest bearing trust account in Selling Licensee's name. The interest, if any, shall be credited at closing to Buyer whose Social Security or taxpayer ID Number is: . If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Licensee shall deposit any check to be held by Selling Licensee within 3 days after receipt or mutual acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, Selling Licensee or

INITIALS: Buyer Seller
Date 7/31/04 Date 7/31/04
Buyer Seller



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Seattle, WA 98121
Phone: (206) 448-6400
Fax: (206) 448-3281

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Page 2 of 8

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

Closing Agent may deduct and pay them therefrom. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyer's obligation under this Agreement is not satisfied through no fault of Buyer.

3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

- ☐ Earnest Money Promissory Note, CBA Form EMN
- ☐ Promissory Note, LPB Form No. 28A/CBA Form N1-A
- ☐ Short Form Deed of Trust, LPB Form No. 20
- ☐ Deed of Trust Rider, CBA Form DTR
- ☐ Utility Charges Addendum, CBA Form UA
- ☐ FIRPTA Certification, CBA Form 22E
- ☐ Assignment and Assumption, CBA Form PE-AS
- ☒ Addendum/Amendment, CBA Form PSA
- ☐ Back-Up Addendum, CBA Form BU-A
- ☐ Vacant Land Addendum, CBA Form VLA
- ☐ Other

4. FINANCING.

a. **Application for New Financing.** If payment of the purchase price is contingent on Buyer obtaining new financing, then Buyer's obligation to close is conditioned upon Buyer accepting a written commitment for financing. Buyer will not reject those terms of a commitment which provide for a loan amount of at least percent (90%) of the purchase price, interest not to exceed seven percent (7%) per annum, a payment schedule calling for monthly payments amortized over not less than twenty-five (25) years, and total placement fees and points not more than two and one half percent (2.5%) of the loan amount. Buyer shall make immediate application for said commitment, pay required costs and make a good faith effort to procure such financing. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives Seller written notice that this condition is satisfied or waived on or before 9/10/04 (60 days, if not completed) following mutual acceptance of this Agreement. ✓

b. **Assumption of Existing Financing.** If payment of the purchase price includes Buyer's assumption of a note and mortgage or deed of trust, or a real estate contract, Seller shall promptly deliver to Buyer a copy of the underlying debt instrument(s) to be assumed, and Buyer shall be deemed to have approved all of the terms of the debt instrument(s) unless Buyer gives notice of disapproval within five (5) days after receiving such instrument(s). If any of the debt instrument(s) requires the consent of a third party to the assumption by Buyer, then Buyer shall apply for such consent within seven (7) days after receiving the debt instrument(s). Upon Buyer's request, Seller shall assist Buyer by requesting the third party's consent to the assumption on Buyer's behalf. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives Seller written notice within 30 (30 days, if not completed) of receiving the debt instrument(s) stating that such consent is available. Buyer shall pay any assumption fees or other out-of-pocket expenses attributable to the assumption of the underlying indebtedness.

c. **Seller Financing.** If Seller is financing a portion of the purchase price by promissory note and deed of trust, unless different forms are attached to this Agreement, Buyer shall execute and submit to the Closing Agent: (i) LPB Form No. 28A Promissory Note and the DUE ON SALE and COMMERCIAL PROPERTY optional clauses in that form shall apply; (ii) UCC-1 Financing Statement covering the personal property described in Section 14 below; (iii) LPB Form No. 20 Short Form Deed of Trust; and (iv) CBA Form No. DTR Deed of Trust Rider. The promissory note shall bear interest at the rate of 7 % per annum, and shall be payable as follows (choose one): ☐ monthly installments of interest only, ☐ monthly installments of \$ 7130/04, ☐ equal monthly installments of principal and interest in an amount sufficient to fully amortize the outstanding principal balance at the stated interest rate over 7 years, ☐ other 7/30/04. Payments shall commence on the first day of the first month after closing and continuing on the same day of each succeeding month until (choose one): ☐ months

INITIALS: Buyer [Signature] Date 7/30/04 Seller [Signature] Date 7/30/04
Buyer [Signature] Date 7/30/04 Seller [Signature] Date 7/30/04



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Rev. 12/99
Page 3 of 9

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

from the date of closing, ☐ other _____, on which date all outstanding principal and interest shall be due. The principal shall, at Seller's option, bear interest at the rate of _____ % per annum (18% or the maximum rate allowed by law, whichever is less, if not filled in) during any period of Buyer's default. If Seller receives any monthly payment more than _____ days (15 days if not filled in) after its due date, then a late payment charge of \$_____/_____% of the delinquent amount (5% of the delinquent amount if not filled in) shall be added to the scheduled payment. Buyer shall have _____ days (5 days if not filled in) after written notice to cure a default before Seller may declare all outstanding sums to be immediately due and payable.

(Note to Buyer and Seller: If the Property is currently used primarily for agricultural purposes, then a nonjudicial foreclosure/forfeiture remedy is available to Seller only by using a real estate contract and is not available with a deed of trust.)

d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

5. **INSPECTION CONTINGENCY.** This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within twenty days (20 days if not filled in) of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

a. **Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation; statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. Buyer shall determine within the contingency period stated in the preceding Introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Buyer shall be solely responsible for obtaining any required consents to such assumption. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials (limited to a Phase I audit only), pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing or contact the tenants without obtaining the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property and interview tenants in accordance with the foregoing terms and conditions

INITIALS: Buyer _____

Date _____

7/30/04

Seller _____

Date _____

7/30/04

Buyer _____

Date _____

Seller _____

Date _____



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Seattle, WA 98121
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Rev. 12/99
Page 4 of 9

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

after removal or satisfaction of the inspection contingency only for the purpose of re-sale, leasing or to satisfy conditions of financing.

6. TITLE INSURANCE.

a. **Title Report.** Seller authorizes Lender and Listing Agent, Selling Licensee or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a ☒ standard ☐ extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by Chicago Title.

b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. **CLOSING OF SALE.** This sale shall be closed on or before September 30, 2004 ("closing") by Chicago Title ("Closing Agent"). Buyer and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

8. **CLOSING COSTS.** Seller shall pay the excise tax and premium for the owner's standard coverage title policy. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing. The real estate commission is due on closing or upon Seller's default under this Agreement, whichever occurs first, and neither the amount nor due date thereof can be changed without Listing Agent's written consent.

a. **Unpaid Utility Charges.** Buyer and Seller ☒ WAIVE ☐ DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum). If neither box is checked, then the "do not waive" option applies.

9. **POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Rents collected from each tenant after closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt.

INITIALS: Buyer [Signature] Date 7/30/04 Seller [Signature] Date 7/30/04
Buyer _____ Date _____ Seller _____ Date _____



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Seattle, WA 98121
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Fax: (206) 448-3291

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CBA Form PS-1A
Purchase & Sale Agreement
Rev. 12/89
Page 6 of 9

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

10. **OPERATIONS PRIOR TO CLOSING.** Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
11. **POSSESSION.** Buyer shall be entitled to possession, subject to existing tenancies (if any). ☒ on closing ☐ (on closing, if not completed).
12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that, to the best of Seller's knowledge, each of the following is true as of the date hereof and shall be true as of closing: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement; (b) All books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement are accurate and complete; (c) The Property and the business conducted thereon comply with all applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after closing; (f) There are no covenants, conditions, restrictions, or contractual obligations of Seller which will adversely affect Buyer's ownership of the Property after closing or prevent Seller from performing its obligations under the Agreement, except as disclosed in the preliminary commitment for title insurance or as otherwise disclosed to Buyer in writing prior to the end of the inspecting contingency stated in Section 5 above; (g) There is no pending or threatened condemnation or similar proceedings affecting the Property, and except as otherwise disclosed in the preliminary commitment for title insurance as or otherwise disclosed to Buyer in writing prior to closing, the Property is not within the boundaries of any planned or authorized local improvement district; (h) Seller has paid (except to the extent prorated at closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after closing; and (i) Seller warrants that there are no pending or threatened notices of violation of building, zoning, or land use codes applicable to the Property; and (j) Seller is not aware of any concealed material defects in the Property except: none. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement. Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations.
13. **HAZARDOUS SUBSTANCES.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the inspection contingency stated in Section 5 above, Seller represents and warrants to Buyer that, to the best of its knowledge: (i) there are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); (ii) there are no underground storage tanks located on the Property; and (iii) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.
14. **PERSONAL PROPERTY.**
- a. This sale includes all right, title and interest of Seller to the following tangible personal property: ☒ None
☐ That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Addendum to be attached to this Agreement within ten (10) days of mutual acceptance (None, if not

INITIALS:

Buyer

Date

7/30/04 Seller

Date

7/30/04

Buyer

Date

Seller

Date



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Purchase & Sale Agreement
Rev. 12/98
Page 6 of 9

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

completed). The value assigned to the personal property shall be the amount agreed upon by the parties and, if they cannot agree, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Agent and Selling Licensee. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. Buyer shall pay any sales or use tax arising from the transfer of the personal property.

b. In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and warranties, warranties or other assurances of performance received.

15. **CONDEMNATION AND CASUALTY.** Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if improvements on the Property are destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.
16. **FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
17. **CONVEYANCE.** Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.
18. **SEATTLE REQUIREMENTS.** If the Property is in the City of Seattle, Seller shall deliver to Buyer a Certificate of Land Use and Local Assessments (not applicable to single family dwellings not represented to be a lawful site for more than one dwelling unit).
19. **NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Agent. A notice to Seller shall be deemed delivered only when received by Seller, Listing Agent, or the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer and Selling Licensee. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Licensee, or the licensed office of Selling Licensee. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts to receive prompt notification of receipt of a notice.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

INITIALS:

Buyer

Date

Seller

Date

Buyer

Date

Seller

Date

LLC081179



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Purchase & Sale Agreement
Rev. 12/99
Page 7 of 9

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

20. AGENCY DISCLOSURE. At the signing of this Agreement,

Selling Licensee Bill Gleason, Windermere Real Estate Wall St. Inc.

(Insert names of Licensee and the Company name as licensed)

represented buyers

(Insert Seller, Buyer, both Seller and Buyer or Neither Seller nor Buyer)

and the Listing Agent Peter Argeres

(Insert names of Licensee and the Company name as licensed)

represented seller

(Insert Seller, Buyer, both Seller and Buyer or Neither Seller nor Buyer)

If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then Seller and Buyer confirm their consent to Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same person representing both parties, then Seller and Buyer confirm their consent to that person and his/her Broker acting as dual agents. If Selling Licensee, Listing Agent, or their Broker are dual agents, then Seller and Buyer consent to Selling Licensee, Listing Agent and their Broker being compensated based on a percentage of the purchase price or as otherwise disclosed on an attached addendum. Buyer and Seller confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

21. ASSIGNMENT. Buyer ☐ may ☒ may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.

22. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (check one):

☒ that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure; or

☐ Seller may, at its option, (a) keep as liquidated damages all of the earnest money (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

23. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller, regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

b. No Merger. The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

c. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

INITIALS:

Buyer

Buyer

Date

Date

Seller

Seller

Date

Date



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Fax: (206) 448-3291

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Purchase & Sale Agreement
Rev. 12/99
Page 8 of 8

**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- d. **Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.
24. **ACCEPTANCE; COUNTEROFFERS.** Seller has until midnight of _____ (If not filled in, the third business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ business day (if not filled in, the second business day) following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Agent or the licensed office of the Listing Agent. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Licensee or the licensed office of the Selling Licensee.
25. **INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any plans, studies, reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
26. **CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer is required by law to disclose and then only after giving Seller written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller.
27. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. If there is no written listing agreement, Seller agrees to pay a commission of _____ % of the sales price or \$_____. The commission shall be apportioned between Listing Agent and Selling Licensee as specified in the listing agreement or any co-brokerage agreement. Seller assigns to Listing Agent and Selling Licensee a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Agent or Selling Licensee for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Agent and Selling Licensee according to the listing agreement and any co-brokerage agreement. In any action by Listing Agent or Selling Licensee to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Agent nor Selling Licensee are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A, is commercial real estate. Notwithstanding Section 26 above, the pages containing this section, the parties' signatures and an attachment describing the Property may be recorded.
28. **LISTING AGENT AND SELLING LICENSEE DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING LICENSEE, LISTING AGENT, AND BROKERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, OR THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS MATERIALS. SELLER AND BUYER ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE ON THESE AND OTHER MATTERS RELATED TO THIS AGREEMENT

INITIALS:

Buyer

Date

Seller

Date

Buyer

Date

Seller

Date



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Purchase & Sale Agreement
Rev. 12/99
Page 9 of 9

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

Buyer Kelly Fox Fuchs Date 7/30/04
Buyer _____ Date _____
Office Phone 206 761 6775 Fax No. _____ Home Phone 206 761 6775
Print Buyer's Name Kimberly Kay Fuchs
Buyer's Address 42210 Dryden Ave N. #101 Seattle, WA 98123
Selling Office Windermere Wall St.
Office Phone 206-448-8400 Other Phone 206-300-3455 Fax No. 206-448-3291
Address 2420 Second Avenue Seattle WA 98121 MLS Office No. 7083
By _____ Print Name William P. Gleason
Seller _____ Date _____
Seller Alan Blakesley Williams LLC Date 7/30/04
Home Phone _____ Office Phone _____ Fax No. _____
Print Seller's Name _____
Seller's Address _____
Listing Office _____
Office Phone No. _____ Other Phone _____ Fax No. _____
Address _____ MLS Office No. _____

29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on

BUYER _____ BUYER _____

08-Aug-02 08:30am From: EWING & CLARK
04-Jul-00 04:43pm From: EWING & CLARK

2064415297
CUBA 10/04/01

T-171 P.11/11 F-330
11/04/01 11/04/01 11/04/01



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CBA Form PBA
NWALES Form No. 54
Addendum/Amendment to P.B. 5
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Page 1 of 1

**ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT**
CBA Text Disclaimer: Text created by Windermere (indicated by strike).
New text inserted by User need indicated by word capital letters.

The following is part of the Purchase and Sale Agreement dated July 30, 2004.

Between Blakeley Commons Condominiums ("Seller")

And Fushie ("Buyer")

regarding the sale of the Property known as: unit A-2

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

~~Seller will install a lift to make the entrance from street level to the entrance and provide at seller's expense the demolition wall to split the existing longer space to 10.57' and at the same time remove the demolition wall for the bathroom as well as the drawing to be provided by buyer during the transaction period.~~

AND PROVIDE BUYER AT CLOSING WITH A
CREDIT OF \$5000 TO COVER THE COST OF
A LIFT TO MAKE ENTRANCE FROM STREET
HANDICAP ACCESSIBLE.

AGENT (COMPANY) Windermere Real Estate BY [Signature]
ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

INITIALS

Buyer

Date
08/03

Seller
Date

Received 08-Jul-00 07:25pm

From: 2067286585

To: EWING & CLARK

Page: 11

08/02/2004 MON 08:25 (TX/RX NO 8073)

Received 04-Aug-03 04:10pm

From: 2064483291

To: EWING & CLARK

Page: 12

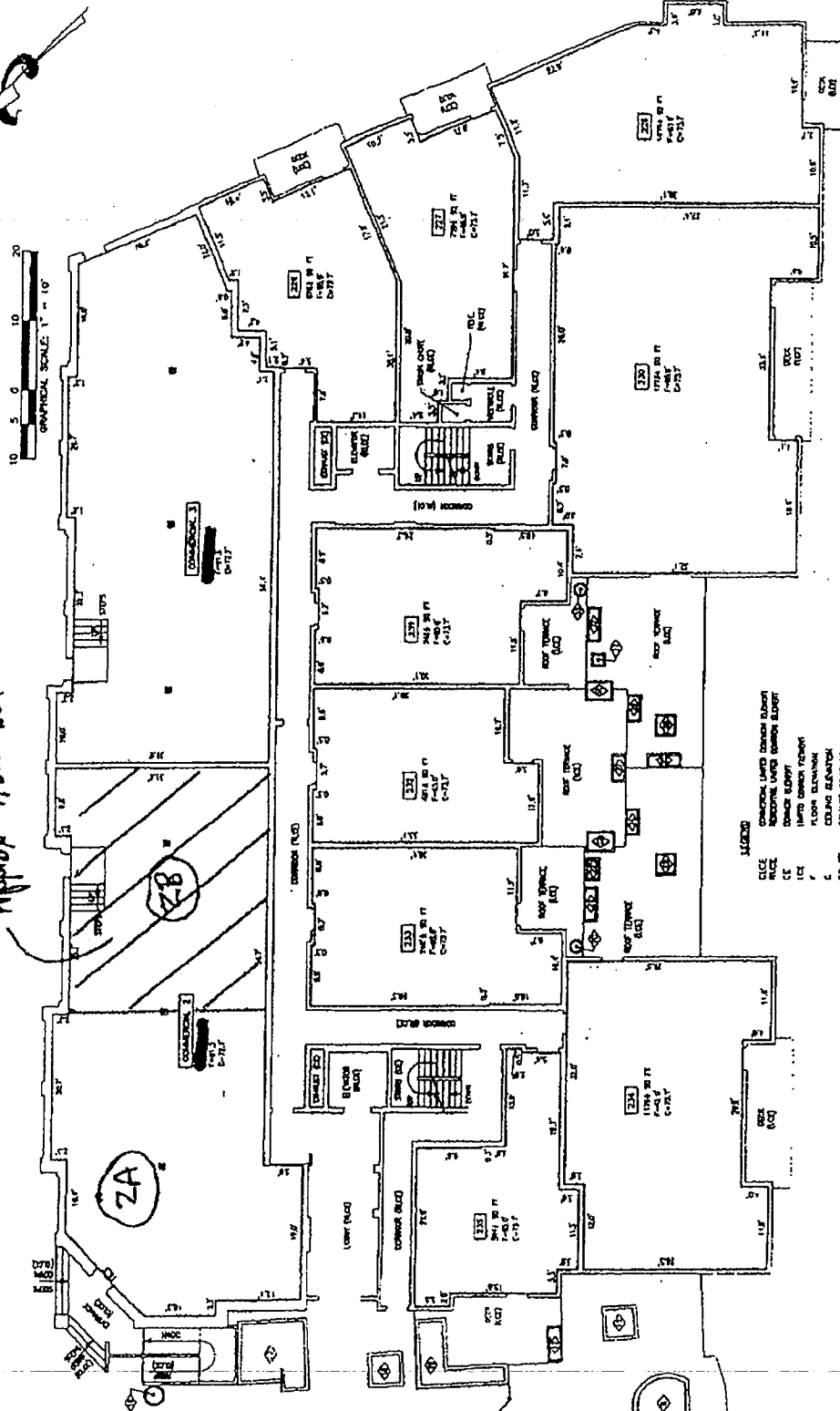
LLC081168

BLAKELEY COMMONS, A CONDOMINIUM

NW 1/4, SE 1/4, SEC. 9, TWP. 25 N., RGE. 4 E., W.M., SEATTLE, KING COUNTY, WASHINGTON

BASIS OF BEARINGS:
CITY OF SEATTLE SHORT PLAT NO. 102292
LAKERS REC. NO. 101500041 & 100500711
CITY OF SEATTLE PRE-1994
VERTICAL DATUM

Approx 4,000 sq ft



LEVEL 2 - EAST

**CONDOMINIUM
SURVEY COMPANY**
Specializing in
CONDOMINIUM SURVEYS ONLY

804 FIFTH AVENUE NORTH, SEATTLE, WASHINGTON 98109 (206) 441-2212



CONDOMINIUM SURVEY MAP & PLANS

INDEX

2001048.00

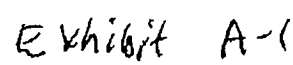
DATE: 3 MAY 2001
REVISED: 21 APRIL 2004
DRAWN BY: WML
MAP CHECK: RLC
FINAL CHECK: JSS
SHEET 5 OF 12

NW 1/4, SE 1/4, SEC. 9,
TWP. 25 N., RGE. 4 E., W.M.,
KING COUNTY, WASHINGTON

Exhibit A

LLC081169

CONDOMINIUMS, A CONDOMINIUM
NW 1/4, SE 1/4, SEC. 9, TWP. 25 N., RGE. 4 E., W.M., SEATTLE, KING COUNTY, WASHINGTON



**Specializing in
CONDOMINIUM SURVEYS ONLY**



INDEX

MAN/4. SEP/4. SEC. 3,
TWP. 29 N., RGE. 4 E., W. 12
KING COUNTY, WASHINGTON

FINAL CHECK: JSS
SHEET 3 OF 12

BLAKELEY COMMONS, A CONDOMINIUM
PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

In connection with the purchase of a Unit in Blakeley Commons, a condominium, the undersigned Purchaser hereby acknowledges receipt, and the undersigned Selling Agent hereby certifies delivery, of a Public Offering Statement dated September 20, 2002, together with copies of all of the documents referred to therein (the "POS").

Purchaser and Selling Agent further acknowledge: that Selling Agent does not have the authority to make, and has not made, any representation or promise on behalf of Seller; and that Seller is liable only for representations and promises contained either in the POS or other written document signed by Seller.

PURCHASER: UNIT #: Commercial 2B

Dated: 8/19/09

Dated: _____

SELLING AGENT:

Dated: 8/19/09

By Brian Ghann
its Winkhouse Real Estate, LLC

INSTRUCTIONS TO SELLING AGENT

Upon delivery of the POS to the Purchaser, the above acknowledgement must be signed by the Purchaser and Selling Agent; and returned to the Listing Agent. Purchase and Sale Agreements will not be accepted by Seller unless accompanied by the Purchaser's written acknowledgement of receipt of the foregoing documents.



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Fax: (206) 448-3291

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**ADDENDUM/AMENDMENT TO
PURCHASE AND SALE AGREEMENT**
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New text inserted by licensee indicated by small capital letters.

CBA Form PSA
NWMLS Form No. 34
Addendum/Amendment to P & S
Rev. 12/99
Page 1 of 1

The following is part of the Purchase and Sale Agreement dated July 30, 2004,

Between Blakeley Commons Condominiums ("Seller")

And Fuchs ("Buyer")

regarding the sale of the Property known as: commercial condo #B-2

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

INSPECTION CONTINGENCY REMOVAL

See 9/3/04

*"if required by code to
✓ obtain T.I. permit"*

Buyer hereby removes her inspection contingency, provided however, Seller shall install an additional vent in the exterior brick wall at the north east end of buyers space, similar to those elsewhere in the commercial condominiums, in order to meet code requirements for additional venting.

Seller has no objection to buyer installing a residential-sized clothes dryer, provided however, that buyer shall take whatever steps are necessary to filter or capture lint so that it does not exhaust outside the confines of her unit.

AGENT (COMPANY):

Windermere Real Estate/4th & Main - Ben C

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

INITIALS:

Buyer

Buyer

Date

Seller

Seller

Date

Date

9/3/04 *9/3/04*

**BLAKLEY COMMONS
A CONDOMINIUM****ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT**

The undersigned prospective purchaser(s) of a Unit in Blakley Commons, a condominium, acknowledges receipt on the date indicated below of the Public Offering Statement dated September 20, 2002, Addendum No. 1 thereto dated February 4, 2003, and Addendum No. 2 thereto dated April 27, 2004, and Addendum No. 3 dated October 20, 2004, together with a copy of each of the documents listed therein.

Dated: 11/2/2004

PURCHASER

Henry H. Fuchs

10/20/11:50 PM
20071006.01

Received 04-Nov-02 08:52pm

From: 2062842184

To: EWING & CLARK

Page 02

LLC081088

BLAKELEY COMMONS,
A CONDOMINIUM

ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT

This Addendum No. 3 to the Public Offering Statement of Blakeley Commons, a condominium (the "Condominium"), dated September 20, 2002 (the "POS"), provides purchasers of Units in the Condominium with a copy of the following documents:

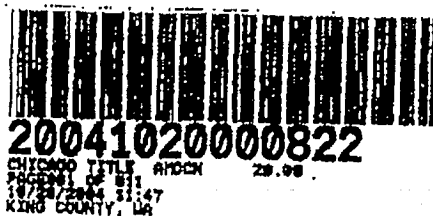
1. Amendment No. 4 to Condominium Declaration and Survey Map and Plans, recorded under King County Recording No. 20041020000822;
2. Revised assessment schedule.

DATED: October 20, 2004.

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LLC081093

Foster Pepper & Shefelman PLLC
 Attention: Gary N. Ackerman
 1111 Third Avenue, Suite 3400
 Seattle, Washington 98101-3299



AMENDMENT NO. 4 TO CONDOMINIUM DECLARATION
 AND SURVEY MAP AND PLANS
 FOR BLAKELEY COMMONS, A CONDOMINIUM

Grantor/Declarant: BLAKELEY VILLAGE LLC, a Washington limited liability company
 Additional names on pg. N/A

..., a condominium
 Additional names on pg. N/A

Legal Description: NW QTR, SE QTR, SEC 9, TWP 25N, RGE 4E
 Official legal description on Schedule B

Assessor's Tax Parcel ID#: 092504-9422-09; 092504-9421-00;
 092504-9420-01; 092504-9148-02

Reference # (if applicable): 20020919001684; 20020919001683; 20030108002218;
 20030108002219; 20030326002468; 20040426001097;
 20040426001098
 Additional numbers on pg. N/A

DEPARTMENT OF ASSESSMENTS
 Examined and approved this 20th day of
Oct., 2004

FILED BY CHICAGO TITLE INSURANCE CO.

REF. # W-04-01158-12

S. Noble
 Assessor

dianne murdock
 Deputy Assessor

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LLC081094

AMENDMENT NO. 4 TO CONDOMINIUM DECLARATION
AND SURVEY MAP AND PLANS
FOR BLAKELEY COMMONS, A CONDOMINIUM

BLAKELEY VILLAGE LLC, a Washington limited liability company, as Declarant of Blakeley Commons, a condominium (the "Condominium") created under Condominium Declaration recorded under King County Recorder's No. 20020919001684 as amended by Amendment Nos. 1, 2 and 3 under King County Recorder's Nos. 20030108002219, 20030326002468, and 20040426001098 (the "Declaration"), and Survey Map and Plans filed under King County Recorder's No. 20020919001683, as amended by Affidavit of Minor Correction of Survey recorded under King County Recording No. 20030108002218 and Survey Map and Plans for Phase 2 of the condominium recorded under King County Recording No. 20040426001097 (the "Survey Map and Plans"), desiring to divide Commercial Units 2 and 3 into four Commercial Units to be known as Commercial Units 2A, 2B, 3A, and 3B, to designate certain Limited Common Elements for the Commercial Units, to make or change certain parking assignments. The owner of Unit 330, as evidenced by the Consent to Change of Parking Space attached hereto, has agreed to change Parking Space 143 for Parking Space 91. The undersigned President of the Association certifies that the Board of the Association has consented to the change in parking space assignment and to this amendment effecting the change.

Accordingly,

- (a) Schedule C to the Declaration is amended in its entirety as attached hereto.
- (b) A portion of Sheet 3 of the Survey Map and Plans is amended as attached hereto as Exhibit A to show additional Limited Common Elements assigned to the Commercial Units;
- (c) A Portion of Sheet 5 of the Survey Map and Plans is amended as attached hereto as Exhibits B and C respectively in order to show the location and boundaries of Commercial Units 2A, 2B, 3A, and 3B.

DATED: 10/18/04

BLAKELEY VILLAGE LLC, a Washington
limited liability company

By 

Its Authorized Signer

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LLC081095

BLAKELEY COMMONS OWNERS
ASSOCIATION, a Washington corporation

By

Timothy G. Spandal
Its President

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Frank Anderson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Authorized Signer of BLAKELEY VILLAGE LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 18 day of October, 2004.

ANDREA L. MANOLIDES
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 7-25-06

Andrea Manolides
(Signature of Notary)

Andrea Manolides

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Seattle, WA.

My appointment expires 7/26/06

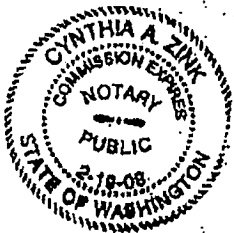
STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Timothy Spandal is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the President of BLAKELEY COMMONS OWNERS ASSOCIATION, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 18 day of October, 2004.



Cynthia A. Zink
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at BELLEVUE, WA

My appointment expires 2-19-08

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LLC081096

BLAKELEY COMMONS,
A CONDOMINIUM

CONSENT TO CHANGE OF PARKING SPACE

The owner of Unit 330 hereby consents to an amendment to the Declaration changing the parking spaces assigned to Unit 330 from 140 and 143 to 140 and 91.


J. MICHAEL WEST

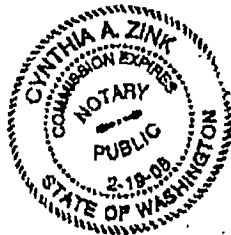
STATE OF WASHINGTON

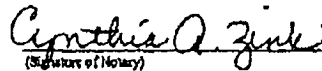
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that J. Michael West is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 18th day of OCTOBER, 2004.




(Signature of Notary)

CYNTHIA A. ZINK
(Legally Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at DALEVILLE WA
My appointment expires 2-19-08

Schedule C
BLAKELEY COMMONS, A CONDOMINIUM
Unit Data: Allocated Interest, Parking and Storage Assignments
Entire Project

Building	Unit	Unit Data*	Level(s)	Area (Sq. Ft.)	Declared Value	CR/L Permits Area	CR/L Permits Value	LC/L Formula Area	LC/L Formula Value	Allocated Interest ¹	LC/L ²	Parking Space(s) ³	Storage Area(s) ⁴
West	1A ¹	Commercial	2	1,309	196,945	1.37	0.62	16.28	16.13	0.995	16,205	59 ^d	
West	1B ¹	Commercial	2	2,295	345,155	2.40	1.08	28.56	28.26	1.740	28,410	60-63 ^e	
West	101	1 BR, 1 BA, F	1	780	239,900	0.81	0.75	0.88	0.78	0.780	0.830	13, 14	68
West	102	S, 1 BA, F	1	599	199,900	0.63	0.62	0.68	0.65	0.625	0.665	105	69
West	103	1 BR, 1 BA, F	1	690	229,900	0.72	0.71	0.79	0.75	0.720	0.770	6	74
West	104	S, 1 BA, F	1	479	129,900	0.50	0.41	0.55	0.42	0.455	0.485	17	71
West	105	1 BR, 1 BA, F	1	699	239,900	0.73	0.75	0.85	0.78	0.760	0.815	109	72
West	207	1 BR, 1 BA, F	2	742	239,900	0.77	0.75	0.85	0.78	0.760	0.815	19	1
West	208	2 BR, 2 BA, F	2	1,020	359,900	1.06	1.12	1.16	1.17	1.090	1.165	8	2
West	209	2 BR, 1 1/2 BA, F	2	1,026	337,900	1.07	1.06	1.17	1.10	1.065	1.135	117, 159	3
West	210	1 BR, 1 BA, F	2	735	274,900	0.77	0.86	0.84	0.89	0.815	0.865	121	4
West	211	2 BR, 1 1/2 BA, F	2	1,179	399,900	1.23	1.25	1.34	1.30	1.240	1.320	156	5
West	212	1 BR, 1 BA, F	2	589	185,900	0.61	0.58	0.67	0.60	0.595	0.635	5	6
West	300	2 BR, 1 1/2 BA, F	3	1,089	369,900	1.14	1.16	1.24	1.20	1.150	1.220	110, 111	7
West	301	1 BR, 1 BA, F	3	628	204,900	0.66	0.64	0.72	0.67	0.650	0.695	21	8
West	302	1 BR, 1 BA, F	3	628	204,900	0.66	0.64	0.72	0.67	0.650	0.695	124	9
West	303	1 BR, 1 BA, F	3	628	204,900	0.66	0.64	0.72	0.67	0.650	0.695	20	10
West	304	1 BR, 1 BA, F	3	763	254,900	0.80	0.80	0.87	0.83	0.800	0.850	18	11
West	305	2 BR, 1 1/2 BA, F	3	1,124	364,900	1.17	1.14	1.28	1.18	1.155	1.230	119	12
West	306	S, 1 BA, F	3	496	169,900	0.52	0.51	0.57	0.55	0.525	0.560	126	37
West	307	1 BR, 1 BA, F	3	742	254,900	0.77	0.80	0.85	0.83	0.785	0.840	15	40
West	308	2 BR, 2 BA, F	3	1,020	369,900	1.06	1.16	1.16	1.20	1.110	1.180	4	14, 18
West	309	2 BR, 1 1/2 BA, F	3	1,026	349,900	1.07	1.09	1.17	1.14	1.080	1.155	116	16
West	310	1 BR, 1 BA, F	3	735	249,900	0.77	0.78	0.84	0.81	0.775	0.825	172	17
West	311	2 BR, 1 1/2 BA, F	3	1,179	414,900	1.23	1.30	1.34	1.35	1.265	1.345	155	76
West	312	2 BR, 1 1/2 BA, F	3	1,109	359,900	1.16	1.12	1.26	1.17	1.140	1.215	16	19
West	400	2 BR, 1 1/2 BA, F	4	1,089	379,900	1.14	1.19	1.24	1.23	1.165	1.235	113	20
West	401	1 BR, 1 BA, F	4	628	209,900	0.66	0.66	0.72	0.68	0.660	0.700	7	21
West	402	1 BR, 1 BA, F	4	628	209,900	0.66	0.66	0.72	0.68	0.660	0.700	123	22
West	403	1 BR, 1 BA, F	4	628	209,900	0.66	0.66	0.72	0.68	0.660	0.700	3	23
West	404	1 BR, 1 BA, F	4	763	255,900	0.80	0.80	0.87	0.83	0.800	0.850	53, 54	24
West	405	2 BR, 1 1/2 BA, F	4	1,124	374,900	1.17	1.17	1.28	1.22	1.170	1.250	52, 120	25

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SCHEDULE C, PAGE 1 OF 4

Building	Unit	Unit Data*	Level(s)	Area	Declared Value	CEL Formula Area	CEL Formula Value	LCEL Formula Area	LCEL Formula Value	Allocated Interest ^u	LCEL ^v	Parking Space(s) ^y	Storage Area(s) ^z
West	406	S 1 BA, F	4	496	174,900	0.52	0.55	0.57	0.57	0.335	0.570	125	26
West	407	1 BR, 1 BA, F	4	742	264,900	0.71	0.83	0.83	0.86	0.800	0.835	65	27
West	408	2 BR, 2 BA, F	4	1,020	389,900	1.06	1.22	1.16	1.27	1.140	1.215	9	28
West	409	2 BR, 1 1/2 BA, F	4	1,026	364,900	1.07	1.14	1.17	1.18	1.105	1.175	114, 115	29
West	410	1 BR, 1 BA, F	4	735	274,900	0.71	0.86	0.84	0.89	0.815	0.865	161	30
West	411	2 BR, 1 1/2 BA, F	4	1,179	424,900	1.23	1.33	1.34	1.38	1.280	1.360	11, 12	31
West	412	2 BR, 1 1/2 BA, F	4	1,109	369,900	1.16	1.16	1.26	1.20	1.160	1.230	1, 2, 24	32
West	500	2 BR, 1 1/2 BA, F	5	1,089	399,900	1.14	1.23	1.24	1.30	1.195	1.270	57	33
West	501	1 BR, 1 BA, F	5	760	264,900	0.79	0.83	0.87	0.86	0.810	0.865	10	34
West	502	1 BR, 1 BA, F	5	531	179,900	0.55	0.56	0.61	0.58	0.555	0.595	22	35
West	503	2 BR, 1 BA, F	5	828	304,900	0.86	0.95	0.94	0.99	0.905	0.965	118	36
West	505	2 BR, 1 1/2 BA, F	5	1,321	524,900	1.38	1.64	1.51	1.70	1.510	1.605	157, 158	37
West	509	2 BR, 1 1/2 BA, F	5	1,026	379,900	1.07	1.19	1.17	1.23	1.130	1.200	56, 58	38
West	510	1 BR, 1 BA, F	5	735	279,900	0.71	0.87	0.84	0.91	0.820	0.875	160	39
West	512	2 BR, 1 1/2 BA, F	5	1,293	499,900	1.35	1.56	1.47	1.62	1.455	1.545	49, 50, 51	77
East	2A	Commercial	2	1,315	201,450	1.37	0.63	16.36	16.50	1.000	16.430		
East	2B	Commercial	2	1,017	155,750	1.06	0.49	12.65	12.75	0.775	12.700		
East	3A	Commercial	2	1,021	156,429	1.07	0.49	12.65	12.81	0.780	12.755		
East	3B	Commercial	2	1,080	165,441	1.12	0.52	13.45	13.55	0.820	13.500		
East	128	2 BR, 1 1/2 BA, F	1	1,062	359,900	1.11	1.12	1.21	1.17	1.115	1.190	32, 33	95
East	129	1 BR, 1 BA, F	1	751	249,900	0.78	0.78	0.86	0.81	0.780	0.835	150	96
East	130	1 BR, 1 BA, F	1	816	274,900	0.85	0.86	0.93	0.89	0.855	0.910	38	97
East	131	1 BR, 1 BA, F	1	677	239,900	0.71	0.75	0.77	0.78	0.730	0.775	27	98
East	132	1 BR, 1 BA, F	1	677	239,900	0.71	0.75	0.77	0.77	0.725	0.770	28	99
East	133	1 BR, 1 BA, F	1	677	239,900	0.71	0.75	0.77	0.78	0.730	0.775	29	100
East	134	1 BR, 1 BA, F	1	704	247,900	0.73	0.76	0.80	0.79	0.745	0.795	30	101
East	226	1 BR, 1 BA, F	2	678	224,900	0.71	0.70	0.77	0.73	0.705	0.750	31	102
East	227	1 BR, 1 BA, F	2	729	249,900	0.76	0.78	0.83	0.81	0.770	0.820	26	103
East	228	2 BR, 1 1/2 BA, F	2	1,076	379,900	1.12	1.19	1.23	1.23	1.155	1.230	145	104
East	230	2 BR, 2 BA, F	2	1,773	629,900	1.85	1.97	2.02	2.05	1.910	2.035	35, 42, 43, 44	108, 109
East	231	1 BR, 1 BA, F	2	746	264,900	0.78	0.83	0.85	0.86	0.805	0.855	36	105
East	233	1 BR, 1 BA, F	2	681	249,900	0.71	0.78	0.78	0.81	0.745	0.795	135	41
East	234	2 BR, 1 1/2 BA, F	2	1,178	429,900	1.23	1.34	1.34	1.40	1.285	1.370	97	42
East	235	1 BR, 1 BA, F	2	594	194,900	0.62	0.61	0.68	0.63	0.615	0.655	48	70

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SCHEDULE C, PAGE 2 OF 4

Building	Unit	Unit Data*	Level(s)	Area (Sq. Ft.)	Declared Value	Cell Formant Area	Cell Formant Value	LCR Formant Area	LCR Formant Value	Allocated Interest ^{1/2}	LCR ^{2/2}	Parking Space(s) ^{3/2}	Storage Area(s) ^{4/2}
East	320	2 BR, 1 1/2 BA, F	3	1,083	379,900	1.13	1.19	1.24	1.23	1.60	1.235	25, 128	73
East	321	1 BR, 1 BA, P	3	636	209,900	0.66	0.66	0.72	0.68	0.60	0.700	129	45
East	322	1 BR, 1 BA, F	3	636	209,900	0.66	0.66	0.72	0.68	0.60	0.700	98	46
East	323	1 BR, 1 BA, F	3	636	209,900	0.66	0.66	0.72	0.68	0.60	0.700	139	50
East	324	1 BR, 1 BA, F	3	636	209,900	0.66	0.66	0.72	0.68	0.60	0.700	34	51
East	325	1 BR, 1 BA, F	3	750	254,900	0.78	0.80	0.83	0.83	0.790	0.840	138	52
East	326	1 BR, 1 BA, P	3	672	229,900	0.70	0.72	0.77	0.75	0.710	0.760	137	53
East	327	1 BR, 1 BA, F	3	729	254,900	0.76	0.80	0.83	0.83	0.780	0.830	136	54
East	328	2 BR, 1 1/2 BA, F	3	1,076	389,900	1.12	1.22	1.23	1.27	1.170	1.230	112, 146	91
East	329	1 BR, 1 BA, F	3	765	264,900	0.80	0.83	0.87	0.86	0.815	0.865	45	55
East	330	2 BR, 2 BA, F	3	985	359,900	1.03	1.12	1.12	1.17	1.075	1.145	91, 140	75
East	331	1 BR, 1 BA, F	3	745	259,900	0.78	0.81	0.85	0.84	0.795	0.845	148	56
East	332	1 BR, 1 BA, F	3	681	244,900	0.71	0.76	0.78	0.80	0.735	0.790	71	48
East	333	1 BR, 1 BA, F	3	746	264,900	0.78	0.83	0.85	0.86	0.805	0.855	75	47
East	334	2 BR, 1 1/2 BA, F	3	1,178	429,900	1.23	1.34	1.34	1.40	1.285	1.370	95, 153	49
East	335	2 BR, 1 1/2 BA, F	3	1,118	369,900	1.17	1.16	1.21	1.20	1.165	1.235	130	92
East	420	2 BR, 1 1/2 BA, P	4	1,085	389,900	1.13	1.22	1.24	1.27	1.175	1.255	142, 152	79
East	421	1 BR, 1 BA, P	4	636	214,900	0.66	0.67	0.72	0.70	0.665	0.710	78	57
East	422	1 BR, 1 BA, F	4	636	214,900	0.66	0.67	0.72	0.70	0.665	0.710	79	58
East	423	1 BR, 1 BA, F	4	636	214,900	0.66	0.67	0.72	0.70	0.665	0.710	149	59
East	424	1 BR, 1 BA, F	4	636	214,900	0.66	0.67	0.72	0.70	0.665	0.710	147	60
East	425	1 BR, 1 BA, F	4	750	264,900	0.78	0.83	0.85	0.86	0.805	0.855	144	61
East	426	1 BR, 1 BA, F	4	672	239,900	0.70	0.75	0.77	0.78	0.725	0.775	76	62
East	427	1 BR, 1 BA, F	4	729	264,900	0.76	0.83	0.83	0.86	0.795	0.845	72	63
East	428	2 BR, 1 1/2 BA, F	4	1,076	404,900	1.12	1.26	1.23	1.31	1.190	1.278	39, 40	90
East	429	1 BR, 1 BA, P	4	765	279,900	0.80	0.87	0.87	0.91	0.835	0.890	151	64
East	430	2 BR, 2 BA, F	4	985	374,900	1.03	1.17	1.12	1.23	1.100	1.170	70	86
East	431	1 BR, 1 BA, F	4	745	274,900	0.78	0.86	0.85	0.89	0.820	0.870	141	65
East	432	1 BR, 1 BA, F	4	681	254,900	0.71	0.80	0.78	0.83	0.755	0.805	73	66
East	433	1 BR, 1 BA, F	4	746	274,900	0.78	0.86	0.85	0.89	0.820	0.870	131	67
East	434	2 BR, 1 1/2 BA, F	4	1,178	449,900	1.23	1.41	1.34	1.46	1.320	1.400	23	93
East	435	2 BR, 1 1/2 BA, F	4	1,118	374,900	1.17	1.17	1.27	1.22	1.170	1.245	74	94
East	520	2 BR, 1 1/2 BA, F	5	1,085	399,900	1.13	1.25	1.24	1.30	1.190	1.270	154	81
East	521	1 BR, 1 BA, P	5	636	224,900	0.66	0.69	0.72	0.73	0.675	0.725	90	44
East	522	1 BR, 1 BA, F	5	636	224,900	0.66	0.69	0.72	0.73	0.675	0.725	89	15
East	523	1 BR, 1 BA, F	5	636	224,900	0.66	0.69	0.72	0.73	0.675	0.725	77	87

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SCHEDULE C, PAGE 3 OF 4

Building	Unit/Unit Data*	Area	Declared Value	CEL Formula	LCEL Formula	Allocated Interest ¹¹	LCEL ¹²	Parking Space(s) ¹³	Storage Area(s) ¹⁴
East	524 1 BR, 1 BA, F	5	636	0.66	0.72	0.73	0.725	96	80
East	525 1 BR, 1 BA, F	5	745	0.78	0.85	0.89	0.815	37	25
East	526 2 BR, 2 BA, F	5	1,817	324,800	1.90	1.63	2.07	1,765	1,385
East	531 1 BR, 1 BA, F	5	746	264,900	0.79	0.83	0.93	132,133,134	106,107
East	532 1 BR, 1 BA, F	5	681	264,900	0.72	0.82	0.78	88	82
East	533 1 BR, 1 BA, F	5	746	264,900	0.79	0.83	0.93	88	83
East	533 2 BR, 1 BA, F	5	1,231	324,900	1.29	1.63	1.40	87	84
Residential:		87,763	38,784,300		100.00	100.00	100.00	46,47	78
Commercial:		8,037	1,321,158		100.00	100.00	100.00		
TOTAL:		95,799	40,105,458	100.00	100.00	100.00	100.00		

* Legend: S - studio; BR - bedroom; BA - bathroom

¹⁰ Common Expense Liability, Interest in Common Elements and voting are determined in accordance with a weighted formula which is 50% relative area of Units and 50% relative declared value of Units, rounded to equal 100%.

¹¹ Limited Common Expense Liability (LCEL) of each Unit is determined in accordance with a weighted formula which is 50% relative area of Units of the same type (Residential or Commercial) and 50% relative declared value of Units of the same type, rounded to equal 100%.

¹² There are 160 covered parking spaces and 109 storage areas designated by number in Phases I and II of the Condominium. Parking space 92 is dedicated to the Association for washing cars and a handicapped parking stall is located at the entrance to the garage and is dedicated to the association. Unassigned parking spaces and storage areas will be assigned by amendment signed by the Declarant.

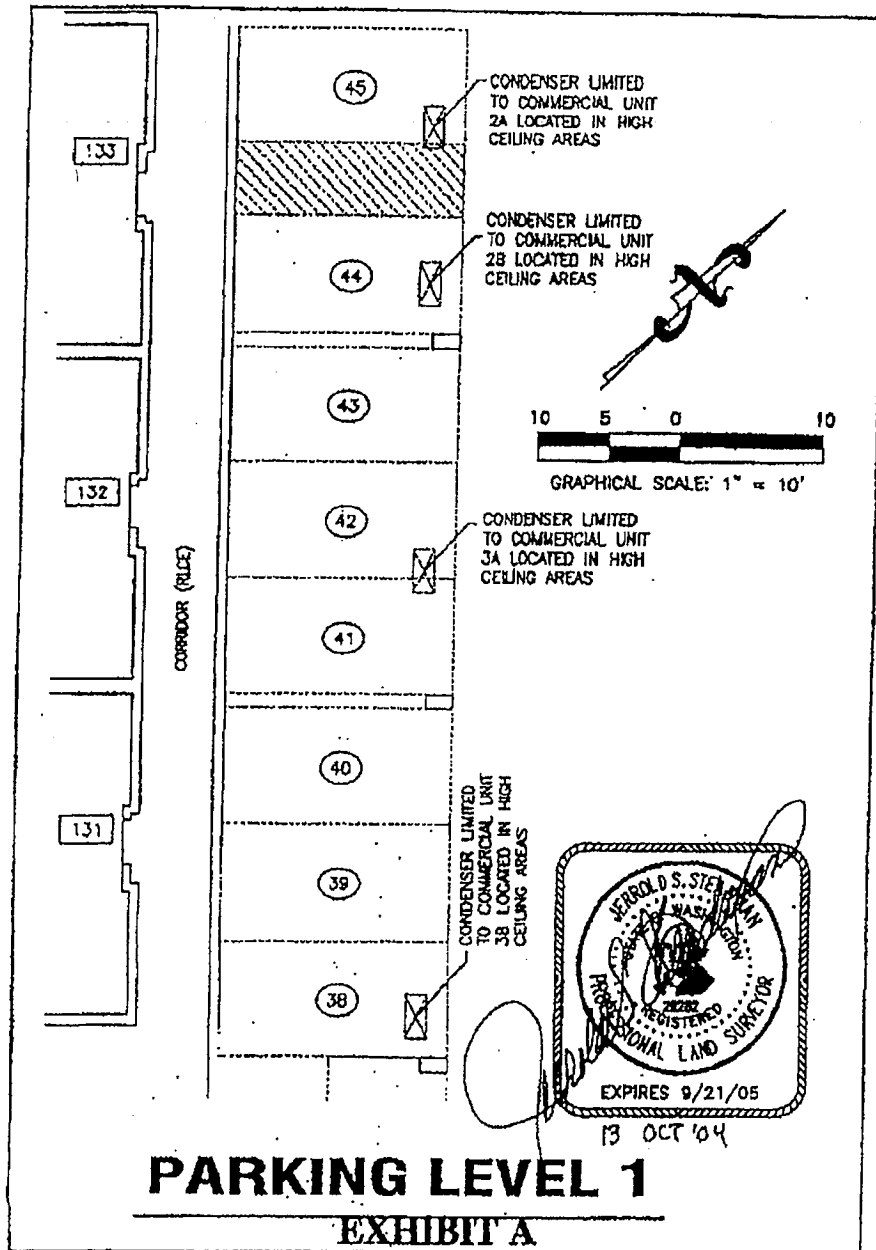
¹³ Parking spaces 103, 104, 106-108 are designated as shared commercial parking and assigned to all Commercial Units as joint Limited Common Elements.

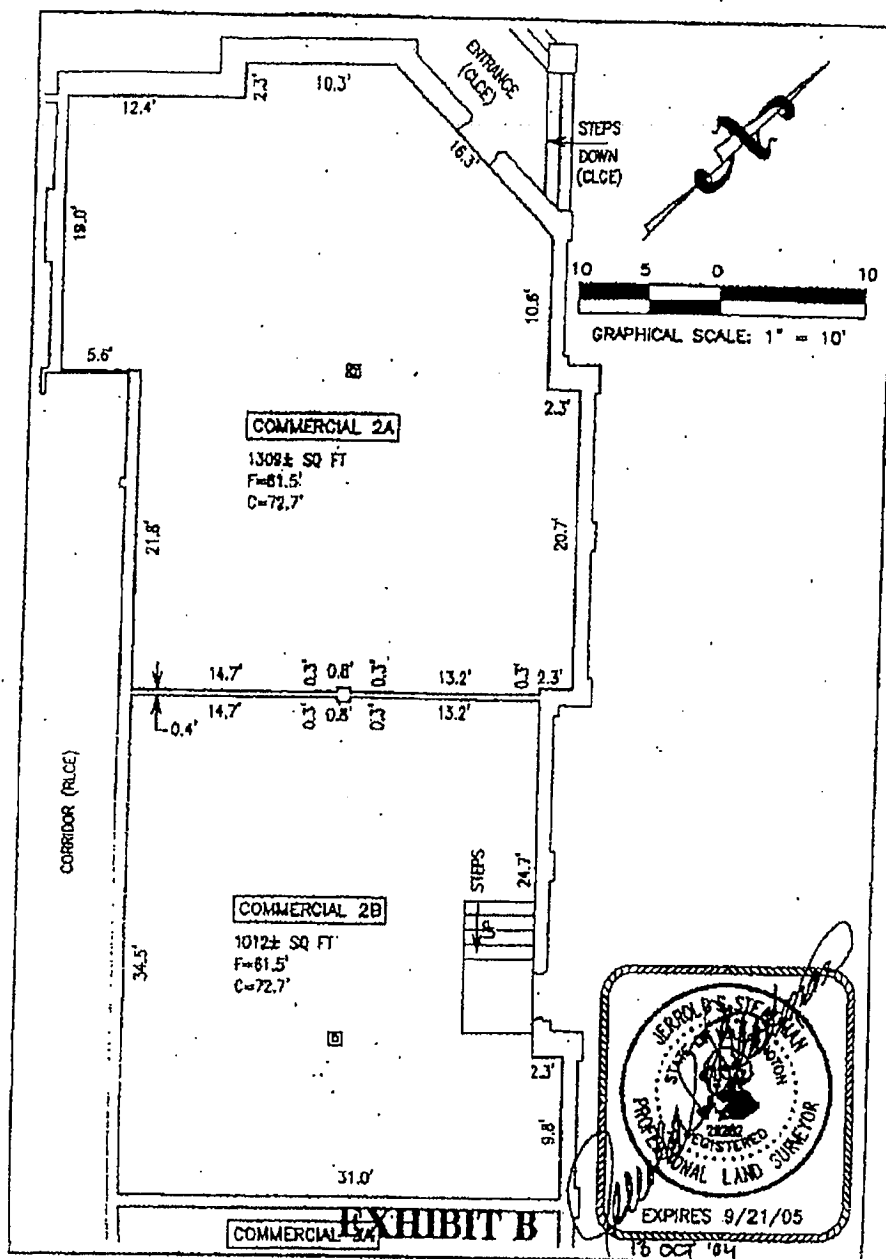
¹⁴ For the purposes of allocating the Allocated Interests formerly allocated to Commercial Unit 1 to new Commercial Units 1A and 1B, the area and declared value of former Commercial Unit 1 has been prorated between new Commercial Units 1A and 1B in proportion to the new areas of these Units (1309 and 2295 respectively).

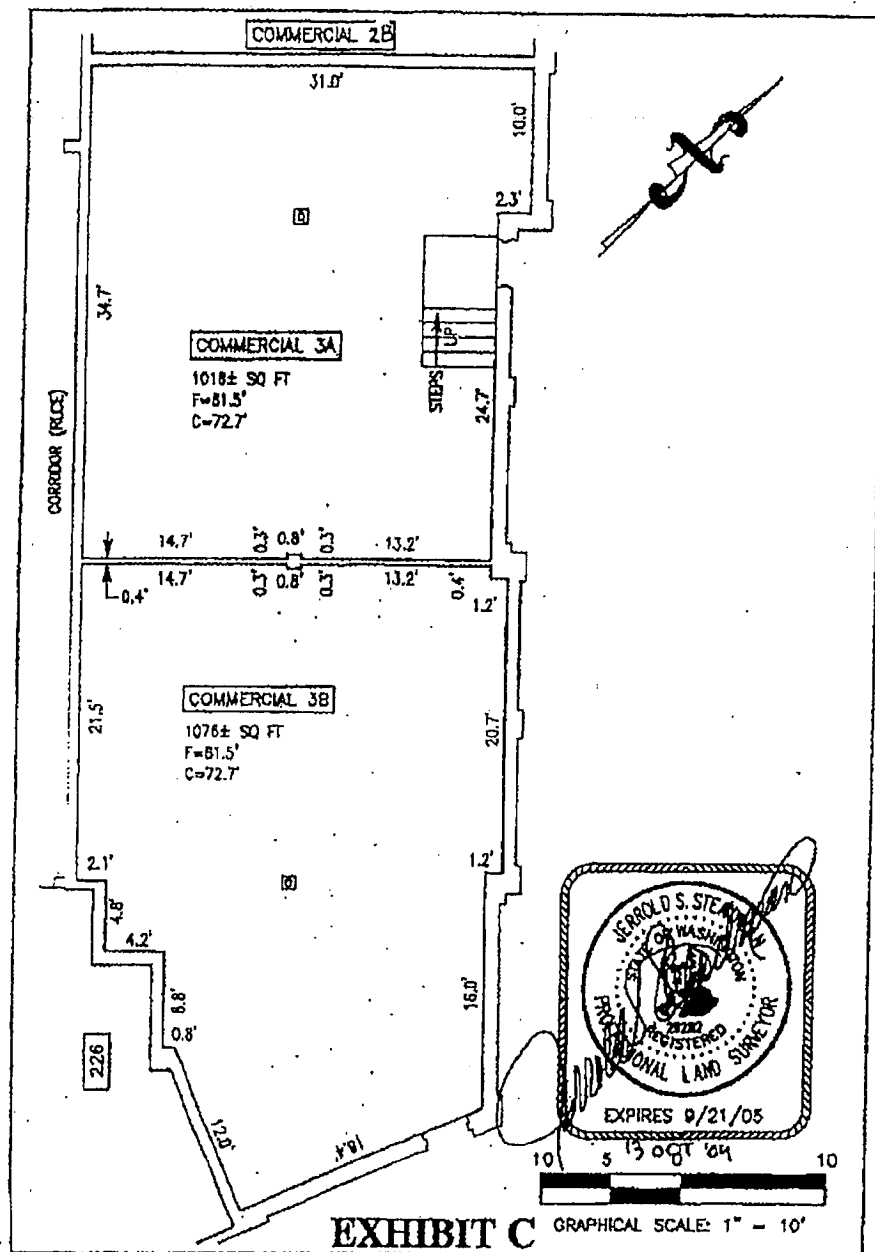
¹⁵ For the purposes of allocating the Allocated Interests formerly allocated to Commercial Units 2 and 3 to new Commercial Units 2A, 2B, 3A and 3B, the area and declared value of former Commercial Units 2 and 3 have been prorated between new Commercial Units 2A, 2B, 3A and 3B in proportion to the new areas of these Units (1309, 1012, 1018, and 1076 respectively).

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SCHEDULE C, PAGE 4 OF 4







SCHEDULE O
BLAKELEY COMMONS, A CONDOMINIUM
Estimated Initial Monthly Assessments
Bdmo Project

Building	Unit#	Phase I					Entire Project				
		CEL ^{1/2}	LOCL ^{1/2}	Common Assessments	Unfunded Common Assessments	Total Assessments	CEL ^{1/2}	LOCL ^{1/2}	Common Assessments	Unfunded Common Assessments	Total Assessments
West	1A	2,270		\$171		\$171	0.995		\$163		\$163
West	1B	3,975		\$299		\$299	1.740		\$283		\$283
West	101	1,790	1,915	\$135	\$104	\$239	0.780	0.830	\$128	\$91	\$219
West	102	1,430	1,530	\$108	\$83	\$191	0.625	0.665	\$102	\$73	\$175
West	103	1,645	1,755	\$124	\$95	\$219	0.720	0.770	\$118	\$84	\$202
West	104	1,040	1,110	\$78	\$60	\$138	0.455	0.485	\$75	\$53	\$128
West	105	1,695	1,810	\$128	\$98	\$226	0.740	0.790	\$121	\$86	\$207
West	207	1,745	1,865	\$131	\$101	\$232	0.760	0.815	\$125	\$89	\$214
West	208	2,505	2,675	\$189	\$145	\$334	1.090	1.165	\$179	\$127	\$306
West	209	2,435	2,600	\$183	\$141	\$324	1.065	1.135	\$175	\$124	\$299
West	210	1,865	1,985	\$140	\$107	\$247	0.815	0.865	\$134	\$95	\$229
West	211	2,840	3,035	\$214	\$164	\$378	1.240	1.320	\$203	\$144	\$347
West	212	1,370	1,460	\$103	\$79	\$182	0.595	0.635	\$98	\$69	\$167
West	300	2,625	2,800	\$198	\$151	\$349	1.150	1.220	\$188	\$133	\$321
West	301	1,480	1,580	\$111	\$85	\$196	0.650	0.695	\$107	\$76	\$183
West	302	1,480	1,580	\$111	\$85	\$196	0.650	0.695	\$107	\$76	\$183
West	303	1,480	1,580	\$111	\$85	\$196	0.650	0.695	\$107	\$76	\$183
West	304	1,820	1,945	\$137	\$105	\$242	0.800	0.850	\$131	\$93	\$224
West	305	2,650	2,825	\$200	\$153	\$353	1.155	1.230	\$189	\$135	\$324
West	306	1,200	1,280	\$90	\$69	\$159	0.525	0.560	\$86	\$61	\$147
West	307	1,795	1,920	\$135	\$104	\$239	0.785	0.840	\$129	\$92	\$221
West	308	2,540	2,710	\$191	\$147	\$338	1.110	1.180	\$182	\$129	\$311
West	309	2,480	2,645	\$187	\$143	\$330	1.080	1.155	\$177	\$126	\$303
West	310	1,775	1,890	\$134	\$102	\$236	0.775	0.825	\$127	\$90	\$217
West	311	2,895	3,090	\$218	\$167	\$385	1.265	1.345	\$207	\$147	\$354
West	312	2,615	2,790	\$197	\$151	\$348	1.140	1.215	\$187	\$133	\$320
West	400	2,660	2,840	\$200	\$154	\$354	1.165	1.235	\$191	\$135	\$326
West	401	1,500	1,600	\$113	\$87	\$200	0.660	0.700	\$108	\$77	\$185
West	402	1,500	1,600	\$113	\$87	\$200	0.660	0.700	\$108	\$77	\$185
West	403	1,500	1,600	\$113	\$87	\$200	0.660	0.700	\$108	\$77	\$185
West	404	1,825	1,950	\$137	\$105	\$242	0.800	0.850	\$131	\$93	\$224
West	405	2,685	2,865	\$202	\$155	\$357	1.170	1.250	\$192	\$137	\$329
West	406	1,220	1,300	\$92	\$70	\$162	0.535	0.570	\$88	\$62	\$150
West	407	1,835	1,955	\$138	\$106	\$244	0.800	0.855	\$131	\$94	\$225
West	408	2,615	2,785	\$197	\$151	\$348	1.140	1.215	\$187	\$133	\$320
West	409	2,535	2,700	\$191	\$146	\$337	1.105	1.175	\$181	\$129	\$310
West	410	1,865	1,985	\$140	\$107	\$247	0.815	0.865	\$134	\$95	\$229
West	411	2,930	3,125	\$221	\$169	\$390	1.280	1.360	\$210	\$149	\$359

Building	Unit	Phase I				Phase II				Zaire Project			
		CEL ^u	LCEL ²	Common Assessments	Unaffiliated Common Assessments	Total Assessments	CEL ^u	LCEL ²	Common Assessments	Unaffiliated Common Assessments	Total Assessments	CEL ^u	LCEL ²
West	412	2,650	2,825	\$200	\$153	\$353	1,160	1,230	\$190	\$135	\$325	1,160	1,230
West	500	2,735	2,915	\$206	\$158	\$364	1,195	1,270	\$196	\$139	\$335	1,195	1,270
West	501	1,860	1,980	\$140	\$107	\$247	0,810	0,865	\$133	\$95	\$228	0,810	0,865
West	502	1,275	1,365	\$96	\$74	\$170	0,555	0,595	\$91	\$65	\$156	0,555	0,595
West	503	2,080	2,215	\$157	\$120	\$277	0,905	0,965	\$148	\$106	\$254	0,905	0,965
West	505	3,470	3,690	\$261	\$200	\$461	1,510	1,605	\$247	\$176	\$423	1,510	1,605
West	509	2,590	2,760	\$195	\$149	\$344	1,130	1,200	\$185	\$131	\$316	1,130	1,200
West	510	1,885	2,010	\$142	\$109	\$251	0,820	0,875	\$134	\$96	\$230	0,820	0,875
West	512	3,345	3,560	\$212	\$193	\$405	1,455	1,545	\$238	\$169	\$407	1,455	1,545
Phase I:		100,800	100,800	\$7,529	\$5,411	\$12,940							
East	2A						1,000		\$164			1,000	
East	2B						0,775		\$127			0,775	
East	3A						0,780		\$128			0,780	
East	3B						0,820		\$134			0,820	
East	128						1,115	1,190	\$183	\$130	\$313	1,115	1,190
East	129						0,780	0,835	\$128	\$91	\$219	0,780	0,835
East	130						0,855	0,970	\$140	\$100	\$240	0,855	0,970
East	131						0,730	0,775	\$120	\$85	\$205	0,730	0,775
East	132						0,725	0,770	\$119	\$84	\$203	0,725	0,770
East	133						0,740	0,775	\$120	\$85	\$205	0,740	0,775
East	134						0,745	0,795	\$122	\$87	\$209	0,745	0,795
East	226						0,705	0,750	\$116	\$82	\$198	0,705	0,750
East	227						0,770	0,820	\$126	\$90	\$216	0,770	0,820
East	228						1,155	1,230	\$189	\$135	\$324	1,155	1,230
East	230						1,910	2,035	\$313	\$223	\$536	1,910	2,035
East	231						0,805	0,855	\$132	\$94	\$226	0,805	0,855
East	232						0,745	0,795	\$122	\$87	\$209	0,745	0,795
East	233						0,805	0,855	\$132	\$94	\$226	0,805	0,855
East	234						1,285	1,370	\$211	\$150	\$361	1,285	1,370
East	235						0,615	0,655	\$101	\$72	\$173	0,615	0,655
East	320						1,160	1,235	\$190	\$135	\$325	1,160	1,235
East	321						0,660	0,700	\$108	\$77	\$185	0,660	0,700
East	322						0,660	0,700	\$108	\$77	\$185	0,660	0,700
East	323						0,660	0,700	\$108	\$77	\$185	0,660	0,700
East	324						0,790	0,840	\$129	\$92	\$221	0,790	0,840
East	325						0,710	0,760	\$116	\$83	\$199	0,710	0,760
East	326						0,780	0,830	\$128	\$91	\$219	0,780	0,830
East	327						1,170	1,240	\$192	\$137	\$329	1,170	1,240
East	328						0,815	0,865	\$134	\$95	\$229	0,815	0,865
East	329						1,075	1,145	\$176	\$125	\$301	1,075	1,145
East	330						0,795	0,845	\$130	\$92	\$222	0,795	0,845
East	331												

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SCHEDULE O, PAGE 2 OF 3

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BLAKELEY COMMONS
A CONDOMINIUM

ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

The undersigned prospective purchaser(s) of a Unit in Blakeley Commons, a condominium, acknowledges receipt on the date indicated below of the Public Offering Statement dated September 20, 2002, Addendum No. 1 thereto dated February 4, 2003, and Addendum No. 2 thereto dated April 27, 2004, and Addendum No. 3 dated October 20, 2004, together with a copy of each of the documents listed therein.

Dated: _____

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BLAKELEY COMMONS
A CONDOMINIUM

ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

The undersigned prospective purchaser(s) of a Unit in Blakeley Commons, a condominium, acknowledges receipt on the date indicated below of the Public Offering Statement dated September 20, 2002, Addendum No. 1 thereto dated February 4, 2003, and Addendum No. 2 thereto dated April 27, 2004, and Addendum No. 3 dated October 20, 2004, together with a copy of each of the documents listed therein.

Dated: _____

PURCHASER

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